NOTE: State and Local Government Education Copier Annual Plan - Fiscal Year Term Superseding Amendment Attached

Copier Annual Plan

LAST DAY OF CUSTOMER'S FISCAL YEAR - 06/30/76

International Business Machines Corporation (IBM) by its acceptance of this Agreement, agrees to furnish to the customer, in accordance with the terms and conditions herein specified, the use of equipment and features (hereinafter called equipment or unit(s) of equipment) listed below and maintenance service for the equipment.

YOLO COUNTY AGREEMENT NO. 75-156

(A) Qty.	Model	Description Complete the description in Machine Type and Device Code sequence. (provide serial number, and meter reading if installed)	Per Unit (B) Monthly Copier Availability Charge(MCAC)	(C) Copies Included in the MCAC	Monthly Usage Charge Cost Per Copy In Excess of (C)*	Maximum Monthly Charge	(D) Maintenance Service Zone Charge
1	6801	IBM Copier	310.40	9500	.0218	807.45	0
		Serial # 0509274					
Total Monthly Copier Availability Charge (excluding applicable taxes and Copier Usage Charge) Multiply (A) by the sum of (B) + (D) then add all lines				310.40	* Total Usage Charge based on number of copies made as recorded on the meter.		

Micro Fiched

Trade-In Equipment

Qty.	Description	Trade-In Net Allowance

FILED
JUN 1 2 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

APPROVED TO FORM
County Counsel of Yolo County

Escrow Payment

Three Months Total Monthly Copier Availability Charges (including applicable taxes)	

THE TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT

In addition to the terms and conditions specified on the reverse side of this Agreement, the customer agrees:
1. That an authorized representative of the customer will sign, date and submit to IBM the IBM Copier Usage Card on the last workday of each month while this agreement is in effect.
2. To make available a Key Operator for training purposes and to notify IBM of any change in Key Operator assignment.
3. To provide an appropriate grounded electrical outlet for the exclusive use of each unit of equipment.

International Business Machines Corporation		Customer Name: Yolo General Hospital	
		Address: 170 West Beamer Street	
Please Type or Print all information except signature		City and State: Woodland, Calif.	Zip Code: 95695
Branch Office Address: 520 Capitol Mall	Br. Off. No.: 385	Mark for (Attention Of)	
City and State: Sacramento, Ca.	Zip Code: 95814	By (Customer's Signature): COUNTY OF YOLO	Date: 6-9-75
By (IBM Representative's Signature)	Date: 5/21/5	Chairman, Board of Supervisors	

Z140-0189-0
U/M 025

This is not an invoice. Please do not pay until invoiced.

CUSTOMER

ACCEPTANCE

Acceptance of this Agreement by IBM is conditioned upon (1) a satisfactory credit report on the Customer, and (2) with regard to the dollar amounts stated herein, the absence of any unauthorized copy or deviation from IBM's standard forms. Unless advised to the contrary within 15 days after the signing of this Agreement, the Customer may consider this Agreement to have been accepted by IBM as written.

CONTRACT PERIOD

Each unit of equipment will be initially installed for a contract period of 12 months. For equipment not yet installed, the contract period will commence the first day following the date the equipment is installed by IBM. The commencement date of the contract period for equipment already installed will be the day following the date the Customer signed this Agreement provided this Agreement has been accepted by IBM.

CONTRACT PERIOD EXTENSION

A contract period may be extended any number of times for periods of one year and more for a period of less than one year at the then existing Copier Annual Plan price. The commencement date of an extension is the day immediately following the last day of the contract period or contract period extension then in effect.

IBM will provide the Customer with written notice at least two months prior to the last day of the contract period, or any one year extension thereof. The contract period will be extended for one year and annually extended thereafter, unless the Customer notifies IBM in writing at least one month in advance of the last day of the contract period or any extension thereof, to extend for a period of less than one year or not to extend the contract period. One year contract period extension following an extension of less than one year will be granted upon written authorization from the customer received by IBM at least one month in advance of the last day of the extension then in effect. If such a contract period extension will expire

If the contract period or contract period extension terminates the price will automatically be increased to the then existing monthly rental price unless the equipment is discontinued at that time.

COPIER CHARGES

Copier charges for each unit of equipment will commence on the first day of its contract period. Payment will be made in full within 30 days after date of invoice. The Customer agrees to pay a Monthly Copier Availability Charge and a Monthly Usage Charge based upon the number of copies made, as recorded on the meter. The Monthly Usage Charge will be invoiced in arrears.

All Monthly Copier Availability Charges will be billed monthly in advance.

When equipment is installed for part of a calendar month, the Monthly Copier Availability Charge, if applicable, for the partial month will be prorated on the basis of a 30-day month.

IBM may change any monthly charge or purchase option percent by providing the customer with at least three months' prior notice. Such change will not apply to those contract period extensions whose commencement date preceded the date of the notice. For contract periods or extensions thereof that commence on or after the date of notice, an increase in the monthly charge or decrease in purchase option percent will apply on the effective date specified in the notice.

There will be added to the Total Monthly Copier Availability Charge and Monthly Usage Charge amounts equal to any taxes, however designated, levied or based on such charges or on this Agreement or the equipment or its use, including state or local privilege or excise taxes based on gross receipts, any taxes or amounts in lieu thereof, paid or payable by IBM in respect of the foregoing exclusive, however, of personal property taxes assessed on the equipment and taxes based on net income.

ESCROW PAYMENT

In the event IBM requires the Customer to make a three-month advance payment, such payment will be held in escrow. Such payment will not bear interest and will be applied only: (1) to the Customer's final payment periods, (2) as a credit toward the purchase option price, or (3) in the case of a termination/default by the Customer, toward any unpaid amounts then due IBM.

TERMINATION OF CONTRACT PERIODS BY CUSTOMER

The Customer may terminate a contract period or contract period extension effective any date by providing IBM with written notice at least 30 days in advance and payment of the applicable termination charge set forth herein.

Any Customer order which requires the removal of equipment from the Customer for return to IBM for any reason, shall be considered "termination" for the purposes of this Agreement. Termination charges are not applicable when the Customer exercises the option to purchase.

If the Customer does not pay any charge due hereunder, the Customer, upon demand, shall immediately return the equipment to IBM, pay all outstanding charges, and as termination charges, pay during the 12 month contract period as follows:

This Plan at Termination Date	Termination Charges
Within 6 Months	3 times the Monthly Copier Availability Charge
7 through 12	2 times the Monthly Copier Availability Charge or the Monthly Copier Availability Charge for the remainder of the contract period, whichever is less.

Termination charges any time during a one-year contract extension or less than one-year extension will be two times the Monthly Copier Availability Charge, or the Monthly Copier Availability Charge for the remainder of the contract extension, whichever is less.

If the Customer defaults as to any obligation to return equipment or fails to pay any amounts due thereunder, IBM, in addition to other remedies, may repossess the equipment without notice; and the Customer agrees to pay all costs and expenses of collection and/or repossession, including reasonable attorney's fee permitted by law.

RISK OF LOSS

During the period the equipment is in transit or in the possession of the Customer, IBM and its insurers, if any, relieve the Customer of responsibility for all risk of loss or damage, except that of equipment assumed by the responsibility for loss or damage caused by nuclear reaction, nuclear radiation or radioactive contamination.

TRADE-IN

The customer shall receive a credit of an amount equal to the total allowance for trade-in equipment set forth on the face of this Agreement promptly after said equipment comes into IBM's possession. IBM may reduce the trade-in allowance set forth on the face of this Agreement if any of said equipment, when received, is not in substantially the same condition as when inspected.

SUPPLIES

All supplies used to operate the equipment are to meet IBM specifications.

TRANSPORTATION EXPENSE

ALL TRANSPORTATION, HAULING AND DRAYAGE CHARGES FOR TRANSPORTING THE EQUIPMENT BOTH FROM AND TO IBM'S PLANTS WILL BE PAID BY THE CUSTOMER, INCLUDING THOSE NECESSITATED BY EQUIPMENT MODIFICATION DESIRED BY THE CUSTOMER. Customer packing cases for the return of the equipment and for subsequent shipments will be furnished by IBM without charge. The cost of labor for crating and uncrating the equipment is a Customer expense, except when it is performed at an IBM Plant or reconditioning location.

ALTERATIONS AND ATTACHMENTS

Upon prior written notice to IBM, alterations in or attachments to the equipment may be made if, in IBM's opinion, such alterations or attachments will not impair normal and satisfactory operation or maintenance of any unit of equipment in a way that creates a safety hazard or substantially increases the cost of maintaining it, the Customer's value or final service function, and promptly remove the alteration or attachment and restore the unit to its normal condition.

MAINTENANCE SERVICE

IBM agrees to provide maintenance service while equipment is on this Plan. Such service will include equipment adjustment and repairs, cleaning and planned parts replacement.

For this purpose IBM will have a full and free access to the equipment during IBM's normal business hours. Travel and labor time, plus travel expenses will be charged at IBM's established hourly and mileage rates for service rendered at the Customer's request after IBM's normal business hours and on Saturdays, Sundays and holidays. The customer will be charged at IBM's established rates and prices for maintenance service and parts required by other than normal use or necessitated by malfunction of non-IBM parts, attachments, or devices.

IBM will not furnish maintenance service for equipment located outside the United States, Puerto Rico or the Canal Zone. IBM will not be responsible for failure to render maintenance service due to strikes, fire, flood and causes beyond its control.

When the distance from the point of installation to IBM's nearest Branch Office or resident location is greater than 15 miles, the Customer agrees to pay IBM's then current maintenance service zone charges.

Micro Fiched

PURCHASE OPTION

The Customer may elect to purchase equipment any time after installation under the terms of an Equipment Purchase Agreement. If such election is made by the Customer, IBM will quote a net purchase option price for any unit of equipment. The net purchase option price will be the purchase price on the effective date of the purchase. The purchase option credit percentage for credits accrued under this contract is 40%.

The purchase option credits will be equal to the purchase option percent multiplied by the eligible monthly charges paid to IBM by the Customer for the equipment being purchased. Eligible monthly charges (exclusive of zone charges and taxes) shall include: 1. eligible monthly charges (first 12 months) under the Equipment Rental Agreement up to a maximum of 12 months; 2. eligible monthly charges first paid under this Annual Plan and first 12 months under this Annual Plan; provided that eligible Extended Term Lease Plan and Copier Annual Plan monthly charges when added to previous Equipment Rental eligible charges cannot exceed 24 monthly charges.

If the Customer discontinues any unit of equipment under the Annual Plan, the purchase option accruals for that unit shall expire. Option credits are not transferable from one machine to another.

WARRANTY/REMEDY

IBM warrants that the above equipment, when Installed, will be in normal operating order and IBM will make all necessary equipment adjustments, repairs and parts replacements to maintain such equipment in operating condition. The equipment in this condition, provided it is located in the United States, Puerto Rico or the Canal Zone. All equipment is supplied subject to these warranties.

In the event of IBM's breach of any warranty, the Customer's exclusive remedy will be that IBM will make any equipment adjustments, repairs, or parts replacements to any equipment when it determines that the equipment does not conform to these warranties. IN NO EVENT WILL IBM HAVE ANY OBLIGATION OR LIABILITY FOR DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF EQUIPMENT. NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY TO EQUIPMENT.

PATENT INDEMNITY

IBM will defend, at its own expense, any action brought against the Customer, to the extent that it is based on a claim that the equipment supplied by IBM infringes a United States patent, and IBM will pay those costs and damages finally awarded against the Customer in any such action which are attributable to any such claim, but such defense and payments are conditioned on the following: (1) that IBM will be notified promptly in writing by the customer of any notice of such claim and (2) that IBM will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; and (3) should the equipment become, or in IBM's opinion be likely to become, the subject of a claim of infringement of a United States patent, IBM Customer will permit IBM, at its option and expense, either to procure for the Customer the right to continue using the equipment, to replace or modify the same so that it becomes non-infringing, or to accept its return.

IBM will have no liability to the Customer under any provision of this clause with respect to any claim of patent infringement which is based upon the combination of equipment furnished hereunder with apparatus or devices not furnished by IBM, nor shall IBM have any liability for the use of supplies not furnished by IBM in such equipment unless such supplies are a substitute for supplies then available from IBM, and any differences there between are irrelevant to the alleged infringement. The foregoing states the entire liability of IBM with respect to infringement of patents by the equipment or any parts thereof.

GENERAL

This Agreement is effective from the date it is accepted by IBM and shall remain in force until all equipment installed there under is discontinued.

The terms and conditions of this Agreement supersede those of all previous agreements between IBM and the Customer with respect to the use of equipment hereunder.

This Agreement is not assignable; none of the equipment may be sublet, assigned or transferred by the Customer without the prior written approval of IBM. Any attempt to sublet, assign or transfer any of the rights, duties or obligations of this Agreement is void. The Customer agrees not to remove equipment from its installed position without the advice of IBM.

All equipment remains IBM's property. This Agreement will be governed by the laws of the State of New York and constitutes the entire agreement between the Customer and IBM with respect to the use of equipment.

The foregoing terms and conditions will prevail notwithstanding any variance with the terms and conditions of any order submitted by the Customer in respect to equipment hereunder or this Agreement.

This Agreement may be terminated concurrent with or following expiration of all contracts or contract extensions by IBM upon three months prior written notice. Any unit of equipment may be removed by IBM at any time after termination of this Agreement.

Bck

FILED
JUN - 9 1975
LAURENCE P. HENIGAN, Clerk
By [signature]
Deputy

AGREEMENT NO. 75 - 157

(Yolo County Communications Users Agreement)

THIS AGREEMENT made and entered into this 9th day of June, 1975 by and between the COUNTY OF YOLO, hereinafter called COUNTY and the ELKHORN FIRE PROTECTION DISTRICT, hereinafter called OWNER, each a governmental entity, organized and existing under and by virtue of the laws of the State of California; and

WHEREAS, COUNTY owns, operates and maintains a countywide radio communications system; and

WHEREAS, OWNER desires to utilize said countywide system to meet its radio communications requirements; and

WHEREAS, COUNTY is willing to permit such use of its countywide radio communications system.

Micro Fiched

IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY agrees to permit OWNER the use of its countywide radio communications system to meet its communication needs.

2. COUNTY agrees, when notified by OWNER, to repair, service and maintain OWNER'S radio communication equipment. OWNER shall allow the Yolo County Communications Department a reasonable amount of time to arrive at the location where said equipment is to be repaired, serviced, and maintained is situated.

3. OWNER agrees to pay COUNTY for use of its radio communications system and for repair and maintenance services rendered in accordance with rates established by the Yolo County Board of Supervisors and as may be amended from time to time.

4. OWNER agrees to hold the COUNTY harmless for any damage or injury to person or property which may result from failure, for any and all reason, of the Yolo County Communications Department in fulfilling the terms of this agreement.

5. This agreement shall remain in force until the same is terminated by either party by giving sixty (60) days' notice in writing to the other party of their intention to terminate.

DATED this 9th day of June, 1975.

COUNTY OF YOLO, a political subdivision of the State of California

BY [signature]
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER ELKHORN FIRE PROTECTION DISTRICT

[signature]

BY _____

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY [signature] DEPUTY

(SEAL)

FILED
JUN - 9 1975
LAURENCE K. HOWGATE, Clerk
By [illegible] Deputy

Agreement No. 75-159

Woodland, California, California

June 9, 1975

ROGER F. GARRETT and MARYLYN F. GARRETT
GRANTORS

RIGHT OF WAY CONTRACT
COUNTY HIGHWAY

Document No. 75-15 in the form of a Grant Deed, covering the following described property:

Micro Fiched

A 5 foot wide strip of land being a portion of Parcel "C", as Parcel "C" appears of record on that certain Record of Survey, filed for record in Book 9 of Maps and Surveys at Page 100, Yolo County Records, said 5 foot wide strip of land being more fully described as follows:

COMMENCING at the Northwest corner of said Parcel "C"; thence South 04°27'24" West 40.06 feet along the West line of said Parcel "C" to THE TRUE POINT OF BEGINNING; THENCE South 88°41'43" East 142.56 feet along a line parallel with and 40.00 feet Southerly of the North line of said Parcel "C", thence South 00°04'47" West 5.00 feet along a line parallel with the East line of said Parcel "C"; thence North 88°41'43" West 142.94 feet along a line parallel with and 45.00 feet Southerly of the North line of Parcel "C" to the West line of Parcel "C"; thence North 04°27'24" East 5.01 feet along said West line to the True Point of Beginning.

Containing 0.016 acres.

has been executed and delivered to Lloyd H. Roberts, Director of Public Works of the County of Yolo.

In consideration of which, and the other consideration hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement.

The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantors the sum of $275.00

for the property as conveyed by Grant Deed No. 75-13 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through an escrow number 69283 with Western Title Guaranty Company of Woodland. Micro Fiched

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

C. During construction of this project (known as County Road 32 Bicycle Path, Work Order No. 5237 and prior to completion, the County will:

1. Relocate the fence now existing within the above described property to the Southerly line of the above described property, but located on Grantor's property.

III. Grantor hereby agrees to permit County or its Contractor to enter upon the lands of the Grantor as may be necessary to accomplish the work as described in C above.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Roger L. Garrett

Dated: May 27, 1975 Marylyn F. Garrett

GRANTORS

RECOMMENDED FOR APPROVAL

By Lloyd H. Roberts

Betsy A. Marchand

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO
STATE OF CALIFORNIA

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

YOLO COUNTY AGREEMENT NO. [illegible]-150

THIS AGREEMENT, entered into this 16th day of June 1975 by and between University of the Pacific, McGeorge School of Law, hereinafter referred to as "Institution", and Yolo County Public Defender, hereinafter referred to as "Organization", a (public organization), (private non-profit organization), within the meaning of that term as defined in Section 175.2 of the Federal College Work-Study Regulations, for the purpose of providing work to students eligible to participate in the Federal College Work-Study Program.

FILED
JUL - 9 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Colgrove Deputy

RECEIVED
JUL - 9 1975
LAURENCE P. HENIGAN, Clerk
By..... Deputy

Micro Fiched

NOW, THEREFORE, the parties hereto agree as follows:

1. The work performed by students shall be in the public interest and shall not

   a. Displace employed workers or impair existing contracts or services;

   b. Involve political activity or work for any political party; or

   c. Involve the construction, operation or maintenance of so much of any facility as is used or is to be used for sectarian instruction or as a place for religious worship.

2. The Organization will allow no student to work for more than an average of fifteen hours per week over a quarter, or other term used by the Institution in awarding units to the student, during which the student is enrolled in classes (excluding any period during which the student is on vacation), and for not more than forty (40) hours in any week during which a student is on vacation.

3. Institution shall pay from its federal funds sixty (60%) percent of the basic salary rate of $3.00 per hour and it is understood and agreed that Organization will bear forty (40%) percent of the total compensation to be paid to said students, together with any hourly amount in excess of $3.00 per hour. Methodology for paying students will be in accordance with paragraph 7.

4. Schedules to be attached to this Agreement from time to time, bearing the signature of an authorized official of the Institution and of the Organization, will set forth brief descriptions of the work to be performed by students under this Agreement, the total length of time the project is expected to run, the total number of students to be employed, the hourly rates of pay, and the average number of hours per week each student will be utilized.

5. Students will be made available to the Organization by the Institution for performance of specific work assignments. Students may be removed from work on a particular assignment or from the Organization by the Institution, either on its own initiative or at the request of the Organization. The Organization is aware that should a student be academically disqualified from school he or she would be ineligible for further Work-Study benefits and thus subject to dismissal. The Organization agrees that no student will be denied work or subjected to different treatment under this Agreement on the grounds of race, color, creed, or national origin, and that it will comply with the provisions of the Civil Rights Act of 1964 (P.L. 88-352; 78 Stat. 252) and the Regulations of the Department of Health, Education and Welfare which implement that act.

Micro Fiched

6. The Institution shall be deemed the employer for purposes of this Agreement. The Organization shall have the right to control and direct the services of the student, not only as to the result to be accomplished, but also as to the means by which the result is to be accomplished. The Institution shall be limited to determining that the students meet the eligibility requirements for employment under the College Work-Study Program, to assigning students to work for the Organization, and to determining that the students do perform their work in fact.

7. Compensation of students for work performed on a project under this Agreement will be disbursed, and all payments due as an employer's contribution under State or local workmen's compensation laws, under Federal or State social security laws, or under other applicable laws, will be paid by the Institution, and the Organization shall be billed periodically for its forty per cent (40%) share.

8. At such times as are agreed upon in writing, the Organization will pay to the Institution the amount as set forth in paragraph 3. The Organization will furnish to the Institution for each payroll period the following records for review and retention:

   a. Time reports indicating the total hours worked each week and containing the supervisor's certification as to the accuracy of the hours reported and of satisfactory performance on the part of the students;

b. A payroll form identifying the period of work, the name of each student, his rate per hour, the number of hours worked, his gross pay, and the total federal share applicable to each payroll; and

c. Institutuion will maintain documentary evidence that students received payment for their work, such as photographic copies of cancelled checks.

IN WITNESS WHEREOF the parties have executed this agreement the day and year first above written.

Micro Fiched

ORGANIZATION: COUNTY OF YOLO

By Betsy A. Marchand
Its Authorized Representative
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

INSTITUTION:

By Nick A. LaPlaca
Its Authorized Representative

Dr. Nick A. LaPlaca
Director of Placement

Date: June 16, 1975

SCHEDULE A

Number of Students to be Employed: One

Total number of hours each student will be authorized to work for the period of Contract: 400

Student Names	Number of Hours
James Tompkins	400

Micro Fiched

Total Number of hours: 400

Hourly rate of pay: $3.00 per hour

Average number of hours students will work: 40 hours per week

Period of the Contract: June ~~9~~ 16, 1975 to August ~~29~~ 23, 1975

ORGANIZATION: COUNTY OF YOLO

By Betsy A. Marshall
Its Authorized Representative
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

INSTITUTION:

By Nick A. LaPlaca
Its Authorized Representative

Dr. Nick A. LaPlaca
Director of Placement

Date: June 2, 1975

SCHEDULE B

Organization will make payment of its forty per cent (40%) share of the $3.00 base pay, plus any additional compensation on the following dates.

June 1975

July

August

September

Micro Fiched

ORGANIZATION: COUNTY OF YOLO

By _____
Its Authorized Representative
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

INSTITUTION:

By _____
Its Authorized Representative

Dr. Nick A. LaPlaca
Director of Placement

UNIVERSITY OF THE PACIFIC

McGEORGE SCHOOL OF LAW

COLLEGE WORK-STUDY PROGRAM

Summer 1975

TO: Placement Office

FROM: _____
Agency Name

Request for positions to be staffed by students participating in the Federal College Work-Study Program:

NO. OF JOBS	JOB TITLE	RATE/HR.	BRIEF DESCRIPTION

Micro Fiched

_____
Signature of Agency Officer or Director

9/74

YOLO COUNTY AGREEMENT NO. 75-160

WHITE—HEADQUARTERS
YELLOW—CONTRACTOR
PINK—DISTRICT OFFICE
GOLDENROD—FISCALMAN
GREEN—CONTROLLER
BLUE—CONTRACTOR'S FILE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Sheet 1 of 3

Yol Co. Var Route P.M.

SOURCE DIST.	SOURCE UNIT	CHARGE DIST.	CHARGE UNIT	EXPENDITURE AUTH. GEN. LED. / SUB ACCT. / WORK ORDER NO.	SPECIAL DESIGNATION SUB JOB NO. R/W PARCEL NO. / LOCATION-BRIDGE NO. ETC.	OBJECT	No Federal Funds Involved AMOUNT
0	3 V	A	R	5 0 5 V	A R	7 4 9	6,300 00

SERVICE CONTRACT No. 39133 N
This number to be placed on all bills

Marysville, CALIFORNIA, July 1, 1975

Contractor's Name County of Yolo, c/o Herbert W. Chandler Phone 666-8263
(Please bill as above) Agricultural Commissioner

Address P. O. Box 175 Woodland, CA 95695

The Contractor hereby agrees to furnish the service or rental as hereinafter set forth to the Department of Transportation in accordance with the provisions on BOTH SIDES of this form and on the attached sheets, if any, and he agrees to receive and accept as full compensation therefor the prices named herein:

To furnish labor, equipment and supplies required to control and/or eradicate Beardless Rye Grass, Johnson Grass, Russian Thistle, Russian Knapweed, Hoary Cress, Perennial Peppercress, Poison Oak, Cockle Burr, Mexican Whorled Milk Weed, Wooley Pod Milk Weed, Matrimony Vine, Bull Thistle, Purple Thistle, Yellow Star Thistle and Jimson Weed on State highway rights of way in Yolo County, as follows:

Route	Limits
128	Napa County Line to Winters
80	Solano County Line to Sacramento County Line
113	Solano County Line to Sutter County Line at Knights Landing
16	Colusa County Line to Sacramento County Line
45	Knights Landing to Colusa County Line
505	Solano County Line to Junction Route 5
84	Solano County Line to Junction Route 80
5	Between Sacramento County Line and Colusa County Line

Micro Fiched

(continued)

Approved as to Form
Dated 6/23/75
County Counsel of Yolo County

The said Department of Transportation hereby agrees to the terms as above set forth, and hereby agrees to pay the same, provided, that by mutual consent this agreement may be modified or terminated at any time.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand the year and date first above written.

DEPARTMENT OF TRANSPORTATION

By
Asst. District Maintenance Engineer

Approved by

Date

CONTRACTOR

COUNTY OF YOLO
FIRM NAME

By Burke A. Marchand
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA
Title of Trustee

MAIL BILLS IN TRIPLICATE TO:
Department of Transportation
P. O. Box 911
Marysville, CA 95901

Form DH-OE 1284 (3-74)
EST. 8210 21878.500 8-74 10M SEST (DW 057

A.—The Contractor shall keep himself fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the State of California, and all officers and employees thereof connected with the work, including but not limited to the Director of Transportation and the State Highway Engineer, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in this contract in relation to any such law, ordinance, regulation, order or decree the Contractor shall forthwith report the same to the Engineer in writing.

~~B.—The attention of the Contractor is directed to, and he agrees to comply with, all of the applicable provisions of the Labor Code including those provisions requiring the payment of not less than the general prevailing rate of wages; and he further agrees to the forfeitures provided for in said Code in the event a violation of any of the provisions occurs in the execution of this contract.~~

C.—The mentioning of certain statutes in this contract shall not relieve the Contractor from the responsibility of complying with any other statutes applicable to the service or rental to be furnished hereunder.

Micro Fiched

D.—The Contractor shall indemnify the State against all loss and damage to the Contractor's property or equipment during its use under this contract and he shall at his own expense maintain such fire, theft, liability or other insurance as he deems necessary for his protection. The Contractor assumes all responsibility which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this contract or by operations of the Contractor or his employees under this contract.

E.—The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments INCLUDING SALES TAXES required by law or otherwise shall be included in the price bid and no additional allowance will be made therefor, unless separate payment provision should specifically be provided for.

F.—It is expressly agreed that all persons engaged on this work are employees of the Contractor and that none are employees of the Department of Transportation of the State of California.

~~G.—If contract bonds are required, alterations, extensions of time, extra and additional work, and other authorized contract changes may be made without securing consent of the sureties on said bonds.~~

H.—The Contractor warrants, by execution of this contract, that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability, paying only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

I.—Pursuant to the authority contained in Section 591 of the Vehicle Code, the Department has determined that within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. The Contractor shall take all necessary precautions for safe operation of his equipment and the protection of the traveling public from injury and damage from such equipment.

Materials to be used and application rates are as follows:

2.4-D Amine	- 2 Qts. per acre	Ureabor	- 2 Lbs. per 100 sq. ft.
AT-90	- 1-2 Lbs. per acre	M.S.M.A.	- 2 Qts. per acre
Karmex	- 5 Lbs. per acre	Dowpon C	- 30 Lbs. per acre
Phytar	- 3 Qts. per acre	Ammate X	- 60 Lbs. per acre
Princep	- 5 Lbs. per acre	Surfactant	- 1 Pt. per acre
Krovar	- 5 Lbs. per acre	Roundup	- 2 Qts. per acre
Hyvar X	- 2-4 Lbs. per acre		

No materials, other than those listed above, shall be used unless specific approval has been obtained from the State.

It is understood that control and/or eradication of the aforementioned noxious weeds will be undertaken on State highway rights of way only when similar action is being taken on the abutting properties and County roads.

It is further understood that the following rates for labor, equipment and supplies will apply.

Labor	$7.16 per hour
Equipment	$4.00 per hour
Supplies	Cost plus sales tax, if such applies

Micro Fiched

The County of Yolo agrees, pursuant to Government Code Section 895.4, to indemnify and hold harmless the State of California from any liability imposed for injury (as defined by Government Code Section 810.8) caused by a negligent or wrongful act or omission occurring in the performance of this agreement.

AMOUNT NOT TO EXCEED: $6,300.00

THIS CONTRACT EXPIRES: June 30, 1976

This contract supersedes Service Contract No. 38610.

On November 1, 1974, the Department of Transportation was reorganized. The Chief Engineer, Department of Transportation, succeeded to and was vested with all the duties, powers, purposes and responsibilities and jurisdiction with regard to construction or maintenance contracts of the State Highway Engineer, Division of Highways. All references in this contract or in its related documents to the Engineer or State Highway Engineer shall be deemed to mean the Chief Engineer, Department of Transportation, and all references to the Division of Highways in the contract documents shall be deemed to mean the Department of Transportation.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, sex, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

Micro Fiches

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

RECEIVED
JUL 22 1975
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 75-161

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO MANPOWER AGENCY

MODIFICATION OF SUB-GRANT

FILED
JUL 22 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers Deputy

CETA TITLE II

Sub-Grantee Name County Superintendent of Schools	
Address 500 First Street	
City Woodland, CA 95695	Phone: (916) 666-8424
Program Director	Date of Modification June 10, 1975

Micro Fiched

The Sub-Grant between the parties, Yolo County Agreement No. 74-197 75-52 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   increase ~~decrease~~ of $ 187.00 .

2. The grant period originally starting on September 1,1974 and ending on June 30, 1975 remains unchanged.

3. This modification is effective on the Date of Modification set forth above.

County Superintendent of Schools (Legal Name of Sub-Grantee)	County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency
Jack J. Potter (Signature of Authorized Officer)	Betsy A. Marchand
JACK J. POTTER, YOLO COUNTY SUPERINTENDENT OF SCHOOLS (Typed Name & Title of Authorized Officer)	BETSY A. MARCHAND, CHAIRMAN BOARD OF SUPERVISORS
	ATTEST: LAURENCE P. HENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS BY Barbara A. Rodgers DEPUTY

SX-52

(SEAL)

BK

FILED
FEB 7 1975
LAURENCE P. HERMSON, Clerk
By Barbara B. Rodgers
Deputy

RESOLUTION NO. 75-161

(Resolution Establishing and/or Enlarging an Agricultural Preserve, Finding Land to be Included in Contracts Not to Lie Within One Mile of City, and Authorizing Execution of Land Use Contracts)

Micro Fiched

WHEREAS, it is the policy of the County of Yolo to maintain its agricultural economy and prevent unnecessary and premature conversion of land in agricultural use by utilizing the California Land Conservation Act of 1965; and

WHEREAS, the Board of Supervisors finds it can best achieve the County's policy by establishing agricultural preserves and by signing and becoming a party to Land Use Contracts as authorized by said Act; and

WHEREAS, an application has been filed with the Planning Department of the County of Yolo requesting to establish or enlarge the Agricultural Preserves set forth in Attachment 1 attached hereto which is incorporated by reference herein so as to include the territory described in Exhibit "A" attached hereto which is incorporated by reference herein; and

WHEREAS, said application contains the matter required by law and the procedural rules established by this Board of Supervisors; and

WHEREAS, the Planning Department has filed with this Board of Supervisors its report upon the application as to the conformance with the Yolo County General Plan and as to the satisfaction of the conditions for establishment or enlargement of an agricultural preserve; and

WHEREAS, the Planning Commission has held a public hearing upon the application after giving notice in the manner required by the procedural rules established by this Board; and

WHEREAS, at the conclusion of the hearing, the Planning Commission by resolution made its recommendation upon the

application; and

WHEREAS, the Planning Commission resolution has been filed with the Clerk of this Board and the Clerk of this Board has given notice in the manner required by law, and the procedural rules adopted by this Board; and

Micro Fiched

WHEREAS, at the time and place set forth in the said notice a public hearing was held by this Board of Supervisors; and

WHEREAS, the owners of real property set forth in said Exhibit "A" have offered to enter into Land Use Contracts of even date with this Resolution and making reference hereto, as authorized by said Conservation Act, which Contracts impose enforceable restrictions on the therein described real property which is located in said Agricultural Preserve and known as the Assessor's Parcels as set forth in said Exhibit "A"; and

WHEREAS, the Board of Supervisors has heard and considered discussion on the restrictions, terms and conditions of the Contracts; and

WHEREAS, in the judgment of this Board of Supervisors, it is in the interest of the County of Yolo to do so;

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND FOUND by the Board of Supervisors of the County of Yolo as follows:

1. Each of the foregoing recitals is true and correct.
2. The action taken by this resolution is in conformance with the Yolo County General Plan.
3. The agricultural preserve which includes the territory described in said Exhibit "A" consists of no less than 160 acres.
4. The territory described in said Exhibit "A"
   a. is designated for agricultural use in the Yolo County General Plan;
   b. does not include any parcel less than twenty (20)

acres in area,

c. is predominantly Class I, II, or III soils, or satisfies the purpose of the agricultural preserve in the following ways: Micro Fiched

1) tends to maintain the agricultural economy, and

2) tends to prevent premature or unnecessary conversion from agriculture, and

3) tends to assist in the preservation of prime lands, and

4) to preserve lands with public value as open space.

5. Said Agricultural Preserves are hereby declared established or enlarged to include the territory described in said Exhibit "A", for the purpose of defining the boundaries of those areas within which the County of Yolo is willing to enter into land use contracts pursuant to the Land Conservation Act of 1965.

6. A map of such agricultural preserves is attached hereto marked Exhibit "B" which is incorporated by reference.

7. The terms and conditions upon which the County of Yolo is willing to enter into land use contracts are as follows:

FIRST: DECLARATION. This Land Use Contract is made and entered into pursuant to the California Land Conservation Act of 1965 as amended (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with § 51200), hereinafter referred to as "the Act", including Article 3 of said Act entitled "Contracts" and is subject to

all of the provisions thereof pertaining to contracts. It is the intent of the parties that the restrictions imposed upon the subject property by this Contract shall constitute those which may be imposed upon property by Contract under the aforementioned Act. The execution and recordation of this Contract shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California Legislature. Should COUNTY agree to any provision in any other Contract under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Contract such provision shall be deemed added to this Contract upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said provision shall be deemed to be of no force and effect to the extent of such inconsistency.

Micro Fiched

SECOND: RESTRICTIONS. During the term of this Contract and any and all renewals thereof, the subject property shall not be used for any purpose other than agricultural use and the uses determined by COUNTY pursuant to Government Code §§ 51231 or 51238 or by the Land Conservation Act of 1965 as amended to be compatible with the agricultural use of land within this preserve and subject to contract. No structures shall be erected upon subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors in accordance with the Act and its rules adopted

thereunder, and written consent of OWNER, may from time to time during the term of this Contract and renewals thereof add to and/or delete from said permissible uses of the subject property. If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Contract, and if any use is permissible under any such planning or zoning provision but is not determined as set forth above to be compatible with the agricultural use of land within this preserve and subject to contract, then it shall not be deemed legally available to OWNER hereunder.

Micro Fiched

THIRD: EMINENT DOMAIN. When any action in eminent domain for the condemnation of the fee title of an entire parcel of land subject to a contract is filed or when such land is acquired in lieu of eminent domain for a public improvement by a public agency or a person or whenever there is any such action or acquisition by the Federal government or any person, instrumentality or agency acting under authority or power of the Federal government, such contract shall be deemed null and void as to the land actually being condemned or so acquired as of the date the action is filed, and for the purposes of establishing value of such land the contract shall be deemed never to have existed.

Whenever such an action to condemn or acquire less than all of a parcel of land subject to a contract is commenced, the contract shall be deemed

null and void as to the land actually condemned or acquired and shall be disregarded in the valuation process only as to the land actually being taken, unless the remaining land subject to contract will be adversely affected by the condemnation, in which case the value of that damage shall be computed without regard to the contract.

Micro Fiched

The contract shall be null and void for all land actually taken or acquired; provided, however, that should any such action be dismissed, or should any interest be conveyed for non-public use, the contract shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL. The initial term of the Contract shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of the Contract by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "anniversary date" of the Contract, and on the anniversary date of the Contract a year shall be automatically added to the term unless notice of non-renewal is given as herein provided. If either OWNER or COUNTY desires in any year not to renew the Contract, that party shall serve written notice of non-renewal of the Contract upon the other party in advance of the anniversary date. Unless such written notice is served by OWNER at least ninety (90) days prior to the anniversary date or by COUNTY at least sixty (60) days prior to renewal date, the Contract shall be considered renewed as provided

above. At any time prior to the anniversary date either party may in writing withdraw its notice of non-renewal. Upon request by the OWNER, the Board of Supervisors may authorize OWNER to serve notice of non-renewal on a portion of the land under contract.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of the Contract or any renewal thereof although the use of the subject property is limited as aforesaid.

Micro Fiched

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate the Contract without penalty when one of the following circumstances is found to exist:

(a) The laws of California cease to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Article 1.5 (commencing with § 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax is abolished as a source

of revenue.

The following procedures shall be followed to elect the termination of the Contract:

(a) Written notice of the election to terminate the Contract shall be given the Board of Supervisors of Yolo County by OWNER.

Micro Fiched

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said thirty (30) days to set a hearing within an additional thirty (30) days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section SEVENTH of the Contract.

SEVENTH: CANCELLATION. The Contract may not be cancelled in whole or part except pursuant to a request by OWNER as provided herein.

(a) The Board of Supervisors of COUNTY may approve the cancellation of the Contract only if it finds that cancellation is not inconsistent with the purposes of the California Land Conservation Act and is in the public interest. The existence of an opportunity for another use of the land involved shall not be sufficient reason for the cancellation of the Contract. A potential alternative use of the land may be considered

only if there is no proximate land not subject to a Land Use Contract pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Contract. The uneconomic character of an existing use may be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

Micro Fiched

(b) Prior to any action by the Board of Supervisors giving tentative approval to the cancellation of any contract, the County Assessor shall determine the full cash value of the land as though it were free of the contractual restriction. The Assessor shall multiply such value by the most recent County ratio announced pursuant to § 401 of the Revenue & Taxation Code and shall certify the product to the Board of Supervisors as the cancellation valuation for the purpose of determining the cancellation fee.

(c) Prior to giving tentative approval to the cancellation of the Contract, the Board of Supervisors shall determine and certify to the County Auditor the amount of the cancellation fee which OWNER must pay to the County Treasurer as deferred taxes upon cancellation. That fee shall be an amount equal to 50% of the cancellation valuation of the property; provided, however, if after the date the contract was initially entered into, the publicly announced county ratio of assessed value to full cash value is changed, the percentage

payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(d) If the Board of Supervisors finds that it is in the public interest to do so, it may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use of the land and its economic return to OWNER for a period of time not to exceed the unexpired term of the Contract had it not been cancelled provided:

1) The cancellation is caused by an involuntary transfer or change in the use which may be made of the land, and the land is not immediately suitable, nor will be immediately used, for a purpose which produces a greater economic return to OWNER; and

2) The Board of Supervisors has determined it is in the best interest of the program to conserve agricultural land use that such payment be either deferred or not required.

(e) When the deferred taxes required by this section are collected, the County Treasurer shall distribute the taxes in accordance with the provisions of Government Code § 51283(d).

(f) Upon tentative approval of the cancellation petition, the Clerk of the Board of Supervisors shall record in the Office of the County Recorder a certificate which shall set forth the name of the owner of such land at the time the Contract was cancelled with the amount of the cancellation fee certified by the Board of Supervisors as being

due pursuant to this section, the contingency of any waiver or deferment of payments, and a legal description of the property. From the date of recording of such certificate the Contract shall be finally cancelled and, to the extent the cancellation fee has not yet been paid, a lien shall be created and attached against the real property described therein and any other real property owned by the person named therein as the owner and located within the County of Yolo. Such lien shall have the force, effect and priority of a judgment lien. Nothing in this section shall preclude the Board of Supervisors from requiring payment in full of the cancellation fee prior to the cancellation becoming effective.

Micro Fiched

(g) In no case shall the cancellation of a Contract be final until the notice of cancellation is actually recorded as provided herein. Notwithstanding any provisions of the Revenue & Taxation Code, any payments required by this section shall not create nor impose a lien or charge on the land as to which a contract is cancelled except as herein provided.

(h) Upon the payment of the cancellation fee or any portion thereof, the Clerk of the Board of Supervisors shall record with the County Recorder a written certificate of the release in whole or in part of the lien.

(i) No tentative approval of cancellation may be given until after the Board of Supervisors has caused notice to be given of and has held a public hearing on the matter. Notice of hearing

shall be mailed to each and every owner of property under contract within this agricultural preserve and shall be published pursuant to § 6061 of the Government Code. The owner of any property located in the County of Yolo may protest such cancellation; however, such protest shall be advisory only and shall not be binding upon the Board of Supervisors.

Micro Fiched

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of the Contract is divided, a Contract identical to the Contract then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or COUNTY which has jurisdiction shall require, as a condition of approval of the division, the execution of the Contracts provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under the Contract from an agricultural preserve either by change of boundaries of the preserve or disestablishment of the preserve shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. The Contract shall run with the land described in it and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

8. The uses determined by COUNTY to be agricultural uses and uses compatible with the agricultural use of the land within the preserve and subject to contract are as follows:

A. Agricultural Uses:

1. Agriculture, including any customary

agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as but not limited to that authorized by the Crop and Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.

2. Animal feed yards when more than 1000 feet from any existing dwelling.

3. Hog farms.

Micro Fiched

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.

2. Drilling and operation of oil and gas wells.

3. Electrical distribution substations.

4. Public parks and recreation areas.

5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.

6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.

7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.

8. Guest houses, not rented or otherwise conducted as a business.

9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

Micro Fiched

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities.

19. Public and private hunting clubs with permanent buildings.

Micro Fiched

20. Agricultural labor camps.

21. Dwelling yard area when necessary to transform an irregularly shaped parcel occupied by a non-farm dwelling into an approximately rectangular shaped parcel and where there is no decrease in adaptability to agriculture for both the land used as dwelling yard area and the remaining land in the same agricultural preserve.

22. The extraction of gravel incidental to creek bank protection and erosion prevention consisting of channelization where found by the Planning Commission or the Board of Supervisors to constitute an accessory use under the zoning regulations of the County of Yolo or where pursuant to a use permit granted under said zoning regulations.

9. Said Land Use Contracts constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with § 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code.

10. No portion of the land included in said applications and said Contracts lies within one mile of any incorporated city in this County.

11. The County shall become a party to said Land Use Contracts and the Chairman of this Board is hereby authorized to execute said Contracts.

12. The Clerk of this Board of Supervisors is directed to file certified copies of this resolution with the County Recorder

and State Director of Agriculture and to record said Land Use Contracts with the County Recorder.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 29th day of December, 1975, by the following vote:

AYES: Duncan, Thompson, Edmonds, Barton, Marchand.

NOES: None.

ABSENT: None.

Micro Fiched

Betsy C. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA
2-13-76

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara A. Rodgers
DEPUTY

(SEAL)

(Rev.11-73)

BOARD OF SUPERVISORS
Yolo County, California

PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that December 29, 1975, at 11:30 A.M., has been set as the date and time to hold a Public Hearing in the Board of Supervisors' Chambers, Room 207, Yolo County Courthouse, Woodland, California, to Change of Zoning from A-1 and/or A-E Zone to an A-P Zone and the establishment or enlargement of Agricultural Preserves for the following: Micro Fiched

1 - Change of Zoning from an A-1 (Agricultural General) Zone to an A-P (Agricultural Preserve) Zone and the establishment of an agricultural preserve for 24.9 acres of land located 1/3 mile north of County Road 17 and 1/4 mile east of County Road 87, and designated as Assessor's Parcel No. 48-170-09, an Addition to Preserve No. 41, as requested by John C. Martens. PCZF No. 2446.

2 - Change of Zoning from an A-1 (Agricultural General) Zone to an A-P (Agricultural Preserve) Zone and the establishment of an agricultural preserve for 20 acres of land located on the southeast corner of County Roads 88 and 26, and designated as Assessor's Parcel No. 50-100-01, an Addition to Preserve No. 18, as requested by Victor D. and Carol K. Vieira. PCZF No. 2450.

3 - Change of Zoning from an A-1 (Agricultural General) Zone to an A-P (Agricultural Preserve) Zone and the establishment of an agricultural preserve for 20 acres of land located on the south side of County Road 79B, east of State Highway 16, and designated as Assessor's Parcel Nos.48-060-16 and 17, an Addition to Preserve No. 23, as requested by F. Wesley and Wilma B. Wicks. PCZF No. 2458.

4 - Change of Zoning from an A-1 (Agricultural General) Zone to an A-P (Agricultural Preserve) Zone and the establishment of an agricultural preserve for 25 acres of land located on the north side of County Road 23, ½ mile east of County Road 22, and designated as Assessor's Parcel No. 49-180-17, an Addition to Preserve No. 2, as requested by Grace B. Woody, Leo E. Dressler and Rolene M. Dressler. PCZF No. 2460.

5 - Change of Zoning from an A-1 (Agricultural General) Zone to an A-P (Agricultural Preserve) Zone and the establishment of an agricultural preserve for 80 acres of land located on the north side of County Road 25, ½ mile west of County Road 86A, and designated as Assessor's Parcel No. 47-140-04, an Addition to Preserve No. 42, as requested by Richard G. and Judy A. Groesbeck. PCZF No. 2461.

6 - Change of Zoning from an A-1 (Agricultural General) Zone to an A-P (Agricultural Preserve) Zone and the establishment of an agricultural preserve for 93 acres of land, 67 acres of which is located on the northwest corner of the intersection of State Highway 16 and County Road 78, and 26 acres of which is located approximately 400 feet north of County Road 78 and 3/4 mile west of State Highway 16, and designated as Assessor's Parcel Nos. 48-010-05 and 07, an Addition to Preserve No. 8, as requested by J. Curtis Newman and C. Donovan Smith, aka Don Smith. PCZF No. 2466.

ATTACHMENT 1

7 - Change of Zoning from an A-1 (Agricultural General) Zone to an A-P (Agricultural Preserve) Zone and the establishment of an agricultural preserve for 194.5 acres of land located on the south side of State Highway 16, approximately 1 ½ miles west of County Road 85, and designated as Assessor's Parcel No. 49-190-19, an Addition to Preserve No. 2, as requested by Philip J. Phillips, Jr. and Elizabeth M. Phillips. PCZF No. 2467.

8 - Change of Zoning from an A-1 (Agricultural General) Zone to an A-P (Agricultural Preserve) Zone and the establishment of an agricultural preserve for 82.1 acres of land located at the north end of County Road 82, north of State Highway 16, and designated as Assessor's Parcel No. 48-050-06, an Addition to Preserve No. 23, as requested by Jerry Lee and Brenda B. Taylor. PCZF No. 2469.

Micro Fiched

9 - Change of Zoning from an A-1 (Agricultural General) Zone to an A-P (Agricultural Preserve) Zone and the establishment of an agricultural preserve for 80 acres of land located approximately 1 mile southwest of the end of County Road 53, and designated as Assessor's Parcel No. 18-610-06, an Addition to Preserve No.8, as requested by Arlene G. Yeary and Helen I. Rich. PCZF No. 2470.

10 - Change of Zoning from an A-1 (Agricultural General) Zone to an A-P (Agricultural Preserve) Zone and the establishment of an agricultural preserve for 61.3 acres of land located on the east side of State Highway 16, approximately 1 mile south of County Road 76, and designated as Assessor's Parcel Nos. 48-020-17 and 11, an Addition to Preserve No. 8, as requested by Dwain and Martha J. Hawkins. PCZF No. 2471.

11 - Change of Zoning from an A-1 (Agricultural General) Zone to an A-P (Agricultural Preserve) Zone and the establishment of an agricultural preserve for 100 acres of land located between State Highway 84 (Jefferson Boulevard) and the deep water channel, north of County Road 159, and designated as Assessor's Parcel No. 43-020-06, an Addition to Preserve No. 73, as requested by Eddie S. and Frances K. Nakahara. PCZF No. 2474.

12 - Change of Zoning from an A-1 (Agricultural General) Zone to an A-P (Agricultural Preserve) Zone and the establishment of an agricultural preserve for 21.2 acres of land located between Highway 99W and future State Highway 113, ½ mile south of County Road 25A, and designated as Assessor's Parcel No. 41-020-20, an Addition to Preserve No. 22, as requested by William B. and Edna L. Schoeningh. PCZF No. 2476.

13 - Change of Zoning from an A-1 (Agricultural General) Zone to an A-P (Agricultural Preserve) Zone and the establishment of an agricultural preserve for 89.2 acres of land located on the east side of State Highway 16, ½ mile south of County Road 76, and designated as Assessor's Parcel No. 48-020-03, an Addition to Preserve No. 8, as requested by Don Smith, Administrator of the Estate of N. Castle Smith, Deceased, Don Smith, Administrator of the Estate of Frances E. Johansen, Deceased, Donovan Smith, J. Curtis Newman aka Curtis Newman and Evelyn N. Hunsucker aka Eva Newman. PCZF No. 2477.

14 - Change of Zoning from an A-1 (Agricultural General) Zone to an A-P (Agricultural Preserve) Zone and the establishment of an agricultural preserve for 145.1 acres of land located on the east side of County Road 99W and north of County Road 18, and designated as Assessor's Parcel No. 27-180-04, an Addition to Preserve No. 19, as requested by Joann Paula Reiff Monaco. PCZF No. 2478.

15 - Change of Zoning from an A-1 (Agricultural General) Zone to an A-P (Agricultural Preserve) Zone and the establishment of an agricultural preserve for 95.1 acres of land located on the northwest corner of County Road 29 and State Highway 113, and designated as Assessor's Parcel No. 40-100-17, an Addition to Preserve No. 9, as requested by James and Roberta W. Woodress. PCZF No. 2479.

16 - Change of Zoning from an A-1 (Agricultural General) Zone to an A-P (Agricultural Preserve) Zone and the establishment of an agricultural preserve for 33.4 acres of land located on the southeast corner of County Roads 17 and 103, and designated as Assessor's Parcel Nos. 27-020-49 and 50, an Addition to Preserve No. 51, as requested by Archie V. Robinson. PCZF No. 2481.

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17 - Change of Zoning from an A-1 (Agricultural General) Zone to an A-P (Agricultural Preserve) Zone and the establishment of an agricultural preserve for 65 acres of land located on both sides of County Road 149 (Wideeon Road), and designated as Assessor's Parcel Nos. 43-050-11 and 14, an Addition to Preserve No. 51, as requested by Munn & Merwin & Merwin, Inc., by William H. Merwin, Secretary-Treasurer, and Adolph H. Merwin, President. PCZF No. 2482.

18 - Change of Zoning from an A-1 (Agricultural General) Zone to an A-P (Agricultural Preserve) Zone and the establishment of an agricultural preserve for 38.7 acres of land located on the southwest corner of State Highway 128 and County Road 87A, and designated as Assessor's Parcel Nos. 30-280-03 and 04, an Addition to Preserve No. 20, as requested by J. W. Vickrey Enterprises, Inc., by John W. Vickrey, President and Dorothy K. Vickrey, Secretary. PCZF No. 2486.

19 - Change of Zoning from an A-1 (Agricultural General) Zone to an A-P (Agricultural Preserve) Zone and the establishment of an agricultural preserve for 22.1 acres of land located on the east side of County Road 86, approximately 800' north of County Road 23, and designated as Assessor's Parcel No. 49-170-32, an Addition to Preserve No. 78, as requested by Belmira Pires. PCZF No. 2487.

20 - Change of Zoning from an A-1 (Agricultural General) Zone to an A-P (Agricultural Preserve) Zone and the establishment of an agricultural preserve for 29 acres of land located on the south side of County Road 26, approximately ½ mile east of County Road 88, and designated as Assessor's Parcel No. 50-100-03, an Addition to Preserve No. 18, as requested by Terry Dorothy Garcia, Conservator, Conservatorship of Marie Tadlock. PCZF No. 2488.

21 - Change of Zoning from an A-1 (Agricultural General) Zone to an A-P (Agricultural Preserve) Zone and the establishment of an agricultural preserve for 34 acres of land located between County Roads 22A and 23, 1/3 mile west of County Road 85B, and designated as Assessor's Parcel No. 49-180-24, an Addition to Preserve No. 2, as requested by Nelson R. and Melina Q. Cox. PCZF No. 2489.

22 - Change of Zoning from an A-1 (Agricultural General) Zone to an A-P (Agricultural Preserve) Zone and the establishment of an agricultural preserve for 30.52 acres of land located on the east side of State Highway 16, approximately 3/4 mile north of County Road 43, and designated as Assessor's Parcel No. 18-222-01, an Addition to Preserve No. 35, as requested by Earnest H. and Margaret L. Lehman. PCZF No. 2490.

23 - Change of Zoning from an A-1 (Agricultural General) Zone to an A-P (Agricultural Preserve) Zone and the establishment of an agricultural preserve for 27.1 acres of land located on the west side of County Road 99B, approximately 900' north of County Road 16A, and designated as Assessor's Parcel No. 27-200-11, an Addition to Preserve No. 3, as requested by Nellie Reiff, Nellie Williamson, David S. Adams, Randall George Reiff and Jane E. Reiff. PCZF No. 2492.

All interested parties are invited to attend.

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Dated: December 8, 1975.

LAURENCE P. HENIGAN, COUNTY CLERK,
Ex-Officio Clerk of the Board of
Supervisors

BY Barbara A Rodgers
Deputy

EXHIBIT "A"

ADDITION TO PRESERVE NO. 41:

Property Owner: John C. Martens

Assessor's Parcel: 48-170-09

Micro Fiched

All that certain real property situate in the County of Yolo, State of California, particularly described as follows, to-wit:

Parcel 1: The most Northerly sixteen (16) acres of Lot No. 32 as same is delineated upon that certain map entitled "Map of Woodland Tract", Yolo County, California, recorded in the Office of the County Recorder of Yolo County, California, on the 10th day of January, 1910.

Parcel 2: A portion of Lots 33 and 34 of the Woodland Tract, according to a map or plat thereof, filed at page 20 of Map book No. 2, in the records of Yolo County, California, described as follows:

Beginning at an iron monument in the center of the County Road and marking the Northwest corner of Lot 33 of said Woodland Tract; running thence South 89° 48' East, 2034.2 feet along the North line of said Lot 33 to the Northwest corner of Lot 32 of said Woodland Tract; thence South 8° 50' East 1058 feet along the West line of said Lot 32; thence South 89° 42' West 171 feet to the centerline of an irrigation ditch; thence North 26° 34' West 1100.3 feet along the centerline of said ditch; thence leaving the ditch, North 80° 48' West 60 feet; thence North 26° 34' West 42.1 feet; thence North 89° 48' West 1462.8 feet to the centerline of the County Road; thence North 0° 46' East 16.1 feet along the centerline of said County Road to the place of beginning.

ADDITION TO PRESERVE NO. 18:

Property Owners: Victor D. Vieira and Carol K. Vieira

Assessor's Parcel: 50-100-01

Tract 1 of R. G. Tadlock lands, as shown on the Plat thereof, recorded in Book 4 of Surveys, Page 72, records of said County.

EXCEPTING THEREFROM the above described property, the East 4 acres as conveyed to Elizabeth A. Vieira by Deed recorded March 30, 1966 in Book 823 of Official Records, Page 612.

ALSO EXCEPTING THEREFROM the above described property, the West 5 acres of the East 9 acres as conveyed to Elizabeth A. Vieira by Deed recorded August 8, 1966 in Book 834 of Official Records, Page 44.

ADDITION TO PRESERVE NO. 23:

Property Owners: F. Wesley Wicks and Wilma B. Wicks, husband and wife, as joint tenants

Assessor's Parcels: 48-060-16 and 48-060-17

Micro Fiched

All that real property situate in the County of Yolo, State of California, described as follows:

Lot 37, Cadenasso and Colony, according to the Official Plat thereof, filed for record in the office of the County Recorder of Yolo County on July 13, 1892, in book 1 of Maps, page 29.

ADDITION TO PRESERVE NO. 2:

Property Owners: Grace D. Woody, Leo E. Dressler and Rolene M. Dressler

Assessor's Parcel: 49-180-17

Twenty-five acres, lying partly in Lot 5 and partly in Lot 6 of "George Hoppin Subdivision of Lamb Valley Fruit Lands", as shown on the Map thereof, filed for record in the office of the Yolo County Recorder on January 4, 1909, in Book 2 of Maps, at page 11, described as follows:

beginning at a point on the Southerly boundary line of and North 76°19' West 379.74 feet from the Southeast corner of said Lot 6, and running thence along the Southerly boundary lines of said Lot 6, and said Lot 5, South 76°19' East 742.63 feet; thence leaving said Southerly boundary line North 13° 41' East 1575.53 feet; thence North 76°19' West 15.57 feet to the Northeast corner of said Lot 6; thence along the Northerly boundary line of said Lot 6 South 86°38' West 760.48 feet; thence leaving said Northerly boundary line South 13°41' West 1352.55 feet to the point of beginning.

EXCEPTING an undivided one-half interest in all minerals, oil and gas located in or under said property, as reserved by Herbert Forbes and Lillian Forbes, his wife, as joint tenants, in a Deed to Robert P. Belflower and wife, dated February 4, 1954, recorded February 11, 1954, in Book 413 of Official Records, at page 583.

ADDITION TO PRESERVE NO. 42:

Property Owners: Richard G. Groesbeck and Judy A. Groesbeck, his wife, as joint tenants

Assessor's Parcel: 47-140-04

All that real property situate in the County of Yolo, State of California, described as follows: All that portion of the Southeast quarter of Section 1, Township 9 North, Range 2 West, M.D.B.& M., described as follows: BEGINNING at the Southeast corner of said Section 1, and running thence West along said South line, a distance of 20.00 chains; thence North 40.00 chains to the North line of said Southeast quarter; thence East along said North line, a distance of 20.00 chains to the Northeast corner of the Southeast quarter of said Section 1; thence South along the East line of the Southeast quarter of said Section 1, a distance of 40.00 chains to the point of beginning

ADDITION TO PRESERVE NO. 8:

Property Owners: J. Curtis Newman, an undivided 1/2 interest; C. Donovan Smith, also known as Don Smith, an undivided 1/2 interest.

Assessor's Parcels: 48-010-05 and 48-010-07

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All that real property situate in the State of California, County of Yolo, described as follows:

PARCEL 1:
BEGINNING at the Northeast corner of the land of J. M. Johnson, as shown by deed recorded in Book 33 of Deeds, Page 278, Yolo County Records, and running thence South along the East boundary of said J. M. Johnson's land 1604 feet to the South bank of a small arroyo; thence North 79° East, 738 feet; thence North 44° 30' East 332 feet; thence North 56° 30' East, 129 feet; thence North 08° 30' East, 148 feet; thence North 75° 30' East, 126 feet; thence North 66° 30' East, 77 feet; thence North 29° East, 171 feet along the South side of said arroyo to the South boundary of lands of Samuel Wright; thence West 1317 feet to the Southwest corner of the lands of said Samuel Wright's ;land; thence North 08° 15' West, 846 feet along the West boundary of said Wright's land; thence North 89° 30' West, 295 feet; thence North 71° West, 415 feet; thence North 64° West, 322.8 feet to the bottom of a small arroyo; thence South 60° 45' West, 150 feet to an oak tree 4 feet in diameter; thence South 03° 30' East, 501.7 feet; thence South 13° 30' East, 592 feet to the North boundary line of said J. M. Johnson's land; thence East along said Johnson's North boundary 122 feet to the place of beginning.

EXCEPTING THEREFROM that parcel deeded to Jacob C. Winter, by instrument recorded in Book 79 of Deeds, Page 154, Yolo County Records.

PARCEL 2:
That tract and parcel of land bounded by a line beginning at the Southeast corner of land owned by Thomas J. Hutchinson, as shown by deed recorded in Book 40 of Deeds, Page 519, Yolo County Records (said corner being at the intersection of the center line of the County Road with the division line between the lands of Arnold and Gillig and those of Henry Rhodes); and running thence North 1617 feet along the center of the County Road to the Southeast corner of the land of Samuel Wright; thence West 1580 feet along the South boundary line of said Wright's land to the center of arroyo; thence Southerly along the center of said arroyo and the West branch thereof to the division (or Grant) line between said lands of Arnold and Gillig and those of Henry Rhodes; thence East 2135 feet along said division (or Grant) line to the point of beginning.

ADDITION TO PRESERVE NO. 2:

Property Owners: Philip J. Phillips, Jr. and Elizabeth M. Phillips

Assessor's Parcel: 49-190-19

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State of California, County of Yolo, and said being:

Parcel 4 as shown on Parcel Map No. 2403, a portion of Lot "E" of Arnold and Gillig's Subdivision of a part of Rancho Canada De Capay and also a portion of Proj. Sections 22 and 23 T. 10 N., R 2 W., M.D.B.& M., in Rancho Canada De Capay. Recorded in Book 2 of Parcel Maps at page 59, Official Records of said County.

EXCEPTING THEREFROM 50 percent of any and all oil, gas and other hydrocarbon substances in and under the land therein above described as reserved in deed recorded September 21, 1965 in Book 808 of Official Records at page 201.

RESERVING AND EXCEPTING THEREFROM the remaining undivided 50 per cent of all oil, gas, and other hydrocarbon substances in and under the land hereinabove described lying below a depth of 500 feet from the subsurface of said land, for a period of fifteen years (15), commencing on November 19, 1974.

TOGETHER WITH an easement for access and utility purposes over and across a 60' strip of land as described in that certain Declaration recorded in Book 1117 of Official Records at page 367, the location of the center line of said 60' strip of land being shown and designated "Center Line of 60' road easement 1117 Official Records 367" on that certain parcel map recorded in Book 2 of Parcel Maps, Page 59 Yolo County records.

ADDITION TO PRESERVE NO. 23:

Property Owners: Jerry Lee Taylor and Brenda B. Taylor, his wife

Assessor's Parcel: 48-050-06

A portion of Block "A" Arnold and Gilligs, Subdivision of a part of Rancho Canada de Capay being more particularly described as follows:

Beginning at the Northeast corner of the "L. H. Taber's Subdivision of a part of Block "A" of Arnold and Gillig's Subdivision of a part of Rancho Canada de Capay" and extending thence West along the North line of said Taber's Subdivision and along the projection of said North line Westerly to the point of intersection with the West line of said Block "A", a total distance of 2645.60 feet; thence North up and along the West line of said Block "A" a distance of 3746.50 feet to the point of intersection with the center line of an occupied property line; thence East along said occupied and fenced property line a distance of 1531.80 feet to a property line corner on the center line of Cache Creek; thence down and along said center line of Cache Creek, South 10° 15' East 1260 feet; thence South 37° 45' East 500 feet; thence South 55° 30' East 708 feet to the point of intersection with the East line of said Block "A"; thence South down and along the said East line of said Block "A" a distance of 1710.25 feet to the point of beginning and including 189.66 acres of land, more or less.

ADDITION TO PRESERVE NO. 23 (Cont'd):

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EXCEPTING THEREFROM that portion described as follows: Beginning at the Northwesterly corner of "L. H. Taber's Subdivision of a Part of Block A. Arnold and Gillig's Subdivision of Rancho Canada de Capay", as shown on the Official Map thereof, filed for record in the Office of the Yolo County Recorder on August 3, 1895, in Book 1 of Maps, at Page 19, said point being distant East 1337.00 feet from the Northwesterly corner of that certain parcel of land described in the Deed to Loren H. Taber, a married man, dated November 26, 1965, recorded January 3, 1966, Book 817, Page 180, Series No. 44, Official Records; thence from said point of beginning North 10° 48' 30" West 3808.23 feet to a point on the Southerly line of that certain parcel of land described as Parcel #2 in the

Deed to W. H. Patterson dated June 15, 1959, recorded June 30, 1959, Book 577, Page 420, Series No. 6087, Official Records; Thence along the Southerly line of the last mentioned parcel of land West 644.00 feet to a point on the West line of Block a of the said Arnold and Gillig's Subdivision of Rancho Canada de Capay; thence South, along the said West line of Block A, 3746.50 feet to the said Northwesterly corner of the parcel of land described in the Deed to Loren H. Taber, aforementioned; thence East, along the North line of the said Loren H. Taber parcel, 1337.00 feet to the point of beginning.

EXCEPT THEREFROM the East 50 feet.

ALSO EXCEPT THEREFROM that portion described as follows:

A portion of Block "A" of Arnold and Gillig's Subdivision of a part of Rancho Canada de Capay, being more particularly described as follows: Beginning at a point located North 89° 29' 42" West, 50.00 feet from the Southeast corner of the land described in the Deed to Frank Knolle by Deed recorded in Book 860, Page 510; thence North 89° 29' 42" West along said North line 264.05 feet to the Center Line of Salt Creek; thence along said Center Line the following 9 courses: (1) North 74° 42' 25" East, 30.00 feet; (2) North 15° 17' 35" West, 71.60 feet; (3) North 02° 33' 00" East, 62.67 feet; (4) North 31° 06' 25" East, 84.45 feet; (5) North 21° 39' 45" East, 97.93 feet; (6) North 19° 18' 45" East, 125.67 feet; (7) North 29° 17' 45" East, 64.18 feet; (8) North 55° 07' 00" East, 38.77 feet, and (9) North 75° 57' 44" East, 72.39 feet; thence along a line parallel to and distant 50 feet West of the East line of said Block "A" South 0° 23' 34" West, 519.54 feet to the point of beginning, containing 2.213 acres of land.

ALSO EXCEPTING THEREFROM THE FOLLOWING TWO PARCELS:

PARCEL I
A portion of Block "A" Arnold and Gilligs Subdivision of a part of Rancho Canada de Capay being more particularly described as follows:

ADDITION TO PRESERVE NO. 23 (Cont'd):

BEGINNING at a point on the North line of "L. H. Tabora Subdivision of a part of Block "A", Arnold and Gilligs Subdivision of the Rancho Canada de Capay, as same appears of record on that certain Map filed in Map Book 1, Page 19, Official Yolo County Records; said point of beginning being distant North 89° 29' 42" West, 314.05 feet from the Northeast corner of said Tabor Subdivision, said point of beginning being also in the center line of Salt Creek; thence from said point of beginning leaving said center line of Salt Creek along said North line North 89° 29' 42" West 914.72 feet; thence leaving said North line North 10° 12' 00" West 243.00 feet; thence South 89° 29' 42" East 425.00 feet; thence North 00° 23' 34" East, 852.64 feet; thence South 89° 29' 42" East, 798.44 feet; thence along a line parallel to and 50.00 feet West at right angles from the East line of said Lot "A" South 00° 23' 34" West, 571.87 feet to the said center line of Salt Creek; thence along the said center line following nine courses:

(1) South 75° 57' 44" West, 72.39 feet
(2) South 55° 07' 00" West, 38.77 feet
(3) South 29° 17' 45" West, 64.18 feet
(4) South 19° 18' 45" West, 125.67 feet
(5) South 21° 39' 45" West, 97.93 feet
(6) South 31° 06' 25" West, 84.45 feet
(7) South 02° 33' 00" West, 62.67 feet
(8) South 15° 17' 35" East, 71.60 feet
(9) South 74° 42' 25" West, 30.00 feet to the point of beginning and containing 20.00 acres of land.

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PARCEL II
A portion of Block "A" Arnold and Gillig's Subdivision of a part of Rancho Canada de Capay being more particularly described as follows:

BEGINNING at a point on the North line of Lot 1 of "L. H. Taber's Subdivision of a part of Block "A", Arnold and Gilligs Subdivision of the Rancho Canada de Capay, as same appears of record on that certain map filed in Map Book 1, Page 19, Yolo County Records; said point of beginning being distant South 89° 29' 42" East, 25.00 feet from the Northwest corner of said Lot 1; thence South 89° 29' 42" East, 76.34 feet; thence North 10° 12' 00" West, 243.00 feet; thence North 89° 29' 42" West, 76.34 feet; thence South 10° 12' 00" East, 2 feet; to the point of beginning.

ADDITION TO PRESERVE NO. 8:

Property Owners: Arlene G. Yeary, a married woman, as her separate property, and Helen I. Rich, a married woman, as her separate property, each as to an undivided 1/2 interest.

Assessor's Parcel: 18-610-06

All that real property situate in the County of Yolo, State of California, described as follows:
The East 1/2 of the Southeast quarter of Section 24, Township 11 North, Range 4 West, M.D.B & M., according to the official plat thereof.

ADDITION TO PRESERVE NO. 8:

Property Owners: Dwain Hawkins and Martha J. Hawkins

Assessor's Parcels: 48-020-07 and 48-020-11

PARCEL NO. 1:

That portion of Rancho Canada de Capay in Yolo County, California, described as follows:

BEGINNING at a point which bears North 0°50'54" East, 1256.03 feet along the original located center line of State Highway No. 16 from a buried stone monument located on the North line of Arnold and Gillig's Subdivision at the intersection of State Highway No. 16, as shown on Record of Survey of the "John A. Faull Property", filed for record in the office of the Recorder of Yolo County, California, on January 21, 1952, in Book 7 of Maps, and Surveys at page 14, and North 85° 13' 20" East along the Southerly line of property conveyed to Willard F. Smith by Deed recorded in Book 229 of Official Records, at page 396, and the Southerly line of property conveyed to D. D. Watkins, et ux, by deed recorded in Book 203 of Official Records, at page 1, a distance of 1201.27 feet; thence from said point of beginning, South 1° 39' 44" West, 782.81 feet; thence South 88° 06' 56" East, 273.00 feet; thence North 1° 39' 44" East 814.52 feet, more or less, to a point on the North line of the "John A. Faull 105.42 acre parcel", as shown on the above mentioned Maps and Surveys; thence South 85° 13' 20" West along the North line of said 105.42 acre parcel a distance of 274.72 feet, more or less to the point of beginning.

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PARCEL NO. 2:

That portion of the Rancho Canada de Capay in Yolo County, California, described as follows:

BEGINNING at a point which bears North 0° 50' 54" East, 1256.03 feet along the original located center line of State Highway No. 16 from a buried stone monument located on the North line of Arnold and Gillig's Subdivision at the intersection of State Highway No. 16, as shown on the Record of Survey of the "John A. Faull Property", filed for record in the office of the Recorder of Yolo County, California, on January 21, 1952, in Book 7 of Maps and Surveys, at page 14, thence from said point of beginning North 85° 13' 20" East, 1201.27 feet; thence South 1° 39' 44" West, 20.00 feet; thence South 85° 13' 20" West, 1201.27 feet to a point located on the center line of State Highway No. 16; thence North 0° 50' 59" East along the center line of said State Highway No. 16, a distance of 20.00 feet to the point of beginning.

ADDITION TO PRESERVE NO. 8 (Cont'd):

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PARCEL NO. 3:

That portion of the Rancho Canada de Capay in Yolo County, California, described as follows:

BEGINNING at a point which bears North 0° 50' 54" East, 1256.03 feet along the original located center line of State Highway No. 16 from a buried stone monument located on the North line of Arnold and Gillig's subdivision at the intersection of State Highway No. 16, as shown on Record of Survey of the "John A. Faull Property", filed for record in the office of the Recorder of Yolo County, California, on January 21, 1952 in Book 7 of Maps and Surveys, at page 14 and North 85° 13' 20" East along the Southerly line of property conveyed to Willard F. Smith by deed recorded in Book 229 of Official Records at page 229 of Official Records, at page 396, and the Southerly line of property conveyed to D. D. Watkins, et ux, by deed recorded in Book 203 of Official Records, at page 1, a distance of 1475.99 feet; thence from said point of beginning, North 85° 13' 20" East, 1028.81 feet to the Northeast corner of the "John A. Faull 105.42 acre parcel" as shown on the above mentioned maps and surveys; thence South 45° 27' 17" east along the Easterly boundary line of said 105.42 acre parcel 2170.83 feet to the Southeast corner thereof; thence North 89° 12' 48" West along the Southerly boundary of said 105.42 acre parcel 1773.28 feet to a 2" iron pipe; thence North 89° 09' 06" West. 457.39 feet to a 1 1/4" X 30" iron monument; thence North 2° 53' 14" East, 579.35 feet to a 1 1/4" X 30" iron monument; thence North 88° 06' 56" West, 395.01 feet; thence North 1° 39' 44" East a distance of 814.52 feet to the point of beginning.

TOGETHER WITH an easement for ingress and egress over the following described property.

That portion of the Rancho Canada de Capay in Yolo County, California, described as follows:

BEGINNING at a point which bears North 0° 50' 54" East, 1256.03 feet along the original located center line of State Highway No. 16 from a buried stone monument located on the North line of Arnold and Gillig's Subdivision at the intersection of State Highway No. 16, as shown on the Record of Survey of the "John A. Faull Property", filed for record in the office of the Recorder of Yolo County, California, on January 21, 1952, in Book 7 of Maps, and Surveys, at page 14, thence from said point of beginning North 85° 13' 20" East, 1201.27 feet; thence South 1° 39' 44" West, 20.00 feet; thence South 85° 13' 20" West, 1201.27 feet to a point located on the center line of State Highway No. 16; thence North 0° 50' 59" East along the center line of said State Highway No. 16, a distance of 20.00 feet to the point of beginning.

ADDITION TO PRESERVE NO. 73:

Property Owners: Eddie S. Nakahara and Frances K. Nakahara, his wife, as joint tenants

Assessor's Parcel: 43-020-6

All that real property situate in the County of Yolo, State of California, described as follows:

Lot 3, as shown on the Map of Holland Land Co. Subdivision No. 2, recorded in the Office of the County Recorder of Yolo County, California, on February 17, 1921, in book 3 of Maps at page 41.

Micro Fiched

ADDITION TO PRESERVE NO. 22:

Property Owners: William B. Schoeningh and Edna L. Schoeningh, husband and wife, as community property

Assessor's Parcel: 41-020-20

All that real property situate in the County of Yolo, State of California, described as follows:

A Portion of the Southwest quarter of Section 9, Township 9 North, Range 2 East, M.D.B.& M., according to the Official Plat thereof, as shown on that map filed in book 10 of Maps and Surveys, page 27, Yolo County Records, and being more particularly described as follows:

Beginning at a point on the West line of said Section 9 that is distant North 00° 52' 14" East 661.10 feet from the Southwest corner of said Section 9, as same appears on said map, said point being the intersection thereof with the North line of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 9; running thence along said section line North 0° 52' 14" East 826.35 feet to the North line of the parcel of land described as Parcel 2 in the Deed to William B. Schoeningh, et ux, recorded June 24, 1974 in book 1103 of Official Records, page 488; thence along the last named line South 89° 37' 03" East 1259.72 feet, more or less, to the West line of the Parcel of land described in the Deed to the State of California, recorded November 14, 1972 in book 1040 of Official Records, page 438; thence along said West line the following 2 courses, (1) Southwesterly along a curve to the right having a radius of 2930.00 feet, through a central angle of 5° 11' 11", an arc distance of 265.22 feet and (2) South 17° 19' 30" West 595.32 feet to said North line of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 9; thence along the last named line North 89° 37' 05" West 1027.57 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM, an undivided 1/4 of all oil, gas, steam, hydrocarbon substances and minerals contained within the property hereinabove referred, as reserved in the Deed from Crocker National Bank, a national banking association, as trustee to William B. Schoeningh, et ux., recorded June 24, 1974, as Instrument No. 8935

ALSO EXCEPTING THEREFROM, an undivided 1/4 of all oil, gas, steam, hydrocarbon substances and minerals contained within the property hereinabove referred, as reserved in the Deed from Laverne A. Boste to William B. Schoeningh, et ux., recorded June 24, 1974 as Instrument No. 8936.

ADDITION TO PRESERVE NO. 8:

Property Owners: N. Castle Smith, an undivided 3/7ths interest;
Frances E. Johansen, an undivided 1/7th interest;
Donovan Smith, an undivided 1/7th interest;
J. Curtis Newman, an undivided 1/7th interest;
Eva Newman, an undivided 1/14th interest;
Curtis Newman, an undivided 1/14th interest.

Assessor's Parcel: 48-020-03

Micro Fiched

All that real property situate in the State of California, County of Yolo, described as follows:

That certain 89.32 acre piece or parcel of land, shown as the South lot of land on that certain map filed in Volume 3 of Maps and Surveys, Page 105, Yolo County Records, and described as beginning at an iron axle 1.5 X 1.5 X 34 inches sunk in the center of the County Road, and being South 32° 03' East, 1578.7 feet, and South 14° 21' East 697.3 feet from the center of the County Road on the Southerly side of Tancred Subdivision, and running thence South 14° 21' East 805.6 feet along the center of the County Road to an iron axle 1.5 X 1.5 X 34 inches; said axle being the Northwest corner of Mrs. C. R. Henry's land; thence North 72° East, 4561.4 feet along the Northern boundary of Mrs. C. R. Henry and J. A. Faull lands to an axle 1 X 1 X 34 inches on the Westerly bank of Cache Creek, and continuing North 72° East 233.5 feet to the center of the Creek; thence in a Northwesterly direction up the center of the Creek about 825 feet; thence South 72° West 400 feet to the Westerly bank of the Creek, continuing South 72° West 355 feet to an iron bar 1 X 3 X 24 inches on the Southerly bank of an arroyo and continuing South 72° West 4262.6 feet making the total length of this course 5017.6 feet to the place of beginning.

ADDITION TO PRESERVE NO. 19:

Property Owner: Joann Paula Reiff Monaco

Assessor's Parcel: 27-180-04

All that real property situate in the State of California, County of Yolo, described as follows:

BEGINNING at the Southwest corner of "De Pue's Subdivision of Part of the Yolo Orchard," filed in Book 2 of Maps, Page 63, Yolo County Records, which corner is on the South boundary line of Section 7, Township 10 North, Range 2 East, M.D.B.&M., and 4522.2 feet West from the Southeast corner of said Section line being along the West boundary line of the said De Pue's Subdivision 4376.0 feet, more or less, to the center line of Cache Creek; thence West and Southwesterly up and along the said center line following the meanders thereof to the point of intersection of the said center line with the South boundary line of Section 12, Township 10 North, Range 1 East, M.D.B.&M.; thence East along the South boundary line of said Sections 12 and 7, 3090.0 feet, more or less, to the point of beginning, being a part of Section 7, Township 10 North, Range 1 East, and a part of Section 12, Township 10 North, Range 1 East, M.D.B.&M.

EXCEPTING THEREFROM that portion thereof that lies Southwesterly of the Northeasterly boundary of the property conveyed by W. C. Hunt to the Northern Railway Company, by deed recorded August 13, 1875, Book S of Deeds, Page 399.

ADDITION TO PRESERVE NO. 19 (Cont'd):

RESERVING a Life Estate to Jane E. Reiff in the two (2) residences, the Old Wells Fargo Building, and the existing yard surrounding said buildings, as contained in the following deeds:

(a) Deed from Jane E. Reiff to Joann Paula Reiff Monaco, an undivided 1/2 interest, dated December 3, 1974, recorded December 18, 1974, Book 1129, Page 427.

(b) Deed from Wesley Paul Reiff, Randall George Reiff, Elizabeth Jane Reiff Coblentz and Eyvind Bruce Reiff to Joann Paula Reiff Monaco, dated December 3, 1974, recorded December 18, 1974, Book 1129, Page 426.

Micro Fiched

ADDITION TO PRESERVE NO. 9:

Property Owners: James Woodress and Roberta W. Woodress, his wife

Assessor's Parcel: 41-100-17

The Southeast Quarter of Section 29, Township 9 North, Range 2 East, MDB&M.

EXCEPTING THEREFROM the following 3 parcels of land:

A. Said portion is all that part thereof lying Easterly from the line described as follows:

BEGINNING at a point distant South 89° 02' 18" East 4295.21 feet from the Southwest corner of said Section 29, said point is also distant 1005.15 feet Westerly, measured at right angles from the base line at Engineer's Station "A2" 332+24.17 P.O.S.T. of the Department of Public Works' Survey from ½ mile South of Woodland Wye to near Mullen Crossing, road III-Yol-7-A (The California State Zone II Coordinates of said point of beginning are X=2,065,861.96 and Y=336,443.65); thence from said point of beginning North 0° 34' 22" East 60.00 feet; thence North 84° 51' 50" East 301.50 feet; thence North 50° 43' 59" East 175.21 feet; thence North 73° 41' 52" East 349.17 feet; thence along a curve to the left with a radius of 174.01 feet, through an angle of 72° 52' 28" an arc distance of 221.32 feet (the chord of said curve bears North 37° 15' 38" East 206.70 feet); thence North 0° 49' 24" East 2245.24 feet to a point distant 115.00 feet Westerly, measured at right angles from said base line at Engineer's Station "A2" 359+40.73.

B. Said portion is all that part thereof lying Easterly from the following described line:

BEGINNING at a point from which the Southeast corner of Section 33, said Township and Range, bears, North 50° 37' 46" West 8,394.64 feet, said point is also 1,300.69 feet Westerly, measured at right angles from the base line at Engineer's Station "A3" 332+69.44 of the Department of Public Works' Survey on Road 03-Yol-113 from P.M.O.O. to P.M. 6.3; thence (1) from said point of beginning North 00° 33' 55" East 72.00 feet; thence (2) North 83° 34' 36" East 251.87 feet; thence (3) North 48° 32' 56" East 74.70 feet; thence (4) from a tangent that bears North 11° 02' 28" East along a curve to the right with a radius of 330.00 feet through an angle of 24° 57' 32" a distance of 143.75 feet; thence (5) North 36° 00' 00" East 876.55 feet; thence (6) along a curve to the left with a radius of 1,170.00 feet through an angle of 30° 26' 56" a distance of 621.78 feet; thence (7) North 05° 33' 04" East 96.82 feet; thence (8) North 00° 49' 14" West 926.54 feet; thence (9) North 44° 10' 46" West 70.71 feet; thence (10) North 00° 49' 14" East 70.00 feet to a point in the Northerly line of said Southeast ¼ which point is also 220.00 feet Westerly measured at right angles from said base line at Engineer's Station "A3" 359+39.38.

C.

Beginning at a point from which the Southeast corner of said Section 29 bears South 89° 50' 40" East 267.04 feet and South 00° 50' 10" West 2676.28 feet; thence from said point of beginning along the State of California boundary line as described in Book 603 of Official Records, at page 71, Yolo County Records the following five (5) courses: (1) South 00° 50' 27" West 69.17 feet; (2) South 44° 09' 33" East 70.71 feet; (3) South 00° 50' 27" West 926.54 feet; (4) South 05° 34' 17" West 96.82 feet; and (5) Southwesterly along a curve to the right with a radius of 1170.00 feet, through an angle of 08° 49' 29" and a distance along the arc of 180.20 feet; thence, leaving said State of California boundary line North 89° 50' 40" West 1282.00 feet; thence, North 00° 09' 20" East 1320.00 feet to a point on the Northerly line of said Southeast quarter; thence along said Northerly line South 89° 50' 40" East 1284.43 feet to the point of beginning.

ADDITION TO PRESERVE NO. 51:

Property Owner: Archie V. Robinson

Assessor's Parcels: 27-020-49 and 27-020-50

All that real property situate in the State of California, County of Yolo, described as follows:

Lots 1, 2, and 3, Tract E of the Hennigan Ranch, filed November 10, 1921, Book 4 of Maps and Surveys, Page 59, Yolo County Records.

Micro Fiched

ADDITION TO PRESERVE NO. 84:

Property Owners: Hunn & Merwin & Merwin, Inc., a California corporation

Assessor's Parcel: 43-050-14

All that real property situate in the County of Yolo, State of California,

described as follows:

That portion of Lot 32 of Holland Land Co., Subdivision No. 3, as per map filed in book 3, page 42 of Maps in the office of the County Recorder of Yolo County, described as follows:

Beginning at the Southwest corner of said Lot 32; thence North along the West line of said Lot, a distance of 1012.55 feet; thence East 1075.51 feet to the East line of said Lot; thence along said East line, South 1012.55 feet to the Southeast corner thereof; thence along the South line of said lot, West 1075.51 feet to the point of beginning.

EXCEPTING THEREFROM a 50% interest in and to all oil, gas and minerals below a depth of 500 feet, measured vertically from the surface of said land, without, however, the right of entry through said 500 feet measured vertically from the surface, as reserved in Deed to Hunn & Merwin & Merwin, Inc., a California corporation, recorded December 31, 1974 in book 1131 of Official Records, page 12.

Assessor's Parcel: 43-050-11

All that real property situate in the County of Yolo, State of California,

described as follows:

All those portion of Lots 23 and 25, as said lots are delineated and so designated on that certain map entitled HOLLAND LAND COMPANY SUBDIVISION NO. 3, Yolo County, California, which said map was filed for record in the office of the County Recorder of Yolo County, California, on February 17, 1921 in book 3 of Maps, at page 42, and more particularly described as follows:

Beginning at a point on the East line of said Lot 25, said point being North 889.21 feet from the Southeast corner thereof; thence West 1959.49 feet; thence North 889.21 feet; thence East 1959.49 feet to the East line of said Lot 23; thence South along the East lines of Lots 23 and 25 a distance of 889.21 feet to the point of beginning.

EXCEPTING THEREFROM a 50% interest in and to all oil, gas and minerals below a depth of 500 feet measured vertically from the surface of said land, without, however, the right of entry through said 500 feet measured vertically from the surface, as reserved in the Deed to Hunn & Merwin & Merwin, Inc., recorded December 9, 1974 in book 1128 of Official Records, page 477.

ADDITION TO PRESERVE NO. 20:

Property Owners: J. W. Vickrey Enterprises, Inc., a California corporation

Assessor's Parcels: 30-280-03 and 30-280-04

All that real property in the County of Yolo, State of California, described as follows:

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All that certain real property being a portion of Devilbiss Subdivision as said Subdivision is shown on the official map thereof, filed for record in the office of the Recorder of Yolo County, California, on July 18, 1917, in Book 4 of Maps and Surveys, at page 39, described as follows:

PARCEL 1:
Lot 3 of said Devilbiss Subdivision.

EXCEPTING THEREFROM that portion thereof, described as follows:

A Parcel of land in Rancho Rio de Los Putos, being a portion of Lot 3 of Devilbiss Subdivision as shown on the map thereof, filed in Book 4 of Maps and Surveys, at page 39, Yolo County Records, and particularly described as follows:

BEGINNING AT THE Northwest corner of said Lot 3 on the Northwesterly boundary of said Rancho; thence Southeasterly along the line bewteen Lots 3 and 2 of said Subdivision a distance of 454.00 feet; thence Northeasterly parallel to the grant line 108.00 feet; thence Northwesterly parallel to the Southwesterly line of Lot 3 a distance of 194.00 feet; thence Northeasterly parallel to the grant line 17.00 feet; thence Northwesterly parallel to said Southwesterly line of Lot 3 a distance of 260.00 feet to a point on said grant line; thence Southwesterly along the grant line and along the Northwesterly line of Lot 3, 125.00 feet to the point of beginning.

PARCEL 2:
A Parcel of land in Rancho Rio de Los Putos, being a portion of Lot 3 of Devilbiss Subdivision as shown on the map thereof, filed in Book 4 of Maps and Surveys , at page 39, Yolo County Records, and particularly described as follows:

BEGINNING at the Northwest corner of said Lot 3 on the Northwesterly boundary of said Rancho; thence Southeasterly along the line between Lots 3 and 2 of said Subdivision a distance of 454.00 feet; thence Northeasterly parallel to the grant line 108.00 feet; thence Northwesterly parallel to the Southwesterly line of Lot 3 a distance of 194.00 feet; thence Northeasterly parallel to the grant line 17.00 feet; thence Northwesterly parallel to said Southwesterly line of Lot 3 a distant of 260.00 feet to a point on said grant line; thence Southwesterly along the grant line and along the Northwesterly line of Lot 3, 125.00 feet to the point of beginning containing 1.226 acres more or less.

PARCEL 3:
BEGINNING at a point on the Southerly boundary of the land sold by J. A. Devilbiss to Vaca Valley and Clear Lake Railroad Co., and 16 1/2 feet Westerly at right angles from the Easterly line of Lot 8 of the above mentioned Devilbiss Subdivision; thence parallel with and 16 1/2 feet distant from Easterly line of said Lot 8, South 22° 57' East, 10.82 chains; thence South 68° 21' West 16.23 chains to the Southeasterly boundary of land sold to Vaca Valley and Clear Lake Railroad Co., thence along last mentioned boundary North 34" 06' East 19.32 chains to the point of beginning, containing 8.77 acres.

ADDITION TO PRESERVE NO. 20 (Cont'd):

PARCEL 4:
BEGINNING at the most Easterly corner of Lot 3, Devilbiss Subdivision as shown on the official map thereof, filed for record in the office of the Recorder of Yolo County, California, on July 18, 1917, in Book 4 of Maps and Surveys, at page 39; thence from said point of beginning South 34° West along the Southerly boundary of said lot 3, a distance of 871.86 feet to the most Southerly corner of said lot 3; thence South 56° East 100 feet to a point on the Northerly line of Lot 8 of said Subdivision; thence North 34° East, along the said northerly line of Lot 8, a distance of 806.92 feet to the most Northerly corner of said Lot 8; thence North 23° West along the Northerly extension of the Easterly line of said Lot 8, a distance of 119.24 feet to the point of beginning and being a portion of that certain parcel of land conveyed by J. A. Devilbiss to Winters and Ukiah Railroad Company, by Deed dated August 3, 1887, and recorded August 8, 1887, in Book 42 of Deeds, at page 66, Yolo County Records.

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ADDITION TO PRESERVE NO. 78:

Property Owner: Belmira Pires

Assessor's Parcel: 49-170-32

All that real property situate in the State of California, County of Yolo, described as follows:

Lot 44, Yolo Irrigated Colonies of Brooke Realty Company's Subdivision No. 114, filed June 18, 1908, Book 2 of Maps, Page 4, Yolo County Records.

EXCEPTING THEREFROM 1/2 interest in all oil, gas, minerals, etc., together with the right to explore for and extract same, as reserved by Mary Anita Minatre in deed recorded October 17, 1952, Book 377, Page 237.

ADDITION TO PRESERVE NO. 18:

Property Owner: Marie E. Tadlock

Assessor's Parcel: 50-100-03

All that real property situate in the State of California, County of Yolo, described as follows:

Tract 3 of R. G. Tadlock Lands, according to the official plat thereof, filed November 23, 1925, Book 4 of Maps and Surveys, Page 72, Yolo County Records, being a subdivision of the Northwest Quarter of Section 16, Township 9 North, Range 1 West, M.D.B.&M.

ADDITION TO PRESERVE NO. 2:

Property Owners: Nelson B. Cox and Melina Q. Cox, his wife, as Joint Tenants

Assessor's Parcel: 49-180-24

All that real property situate in the County of Yolo, State of California, described as follows:

That portion of Lots 5 and 6 of "George Hoppin Subdivision of Lamb Valley Fruit Lands", as shown on the map thereof, filed for record in the Office of the Yolo County Recorder on January 4, 1909, in book 2 of Maps, at page 11, described as follows:

Micro Fiched

Beginning at the Southeast corner of Lot 5; thence along the Easterly line of said Lot 5, North 2° 56' East 690 feet; thence North 33° 56' East 600 feet; thence North 41° 56' East 733 feet to the Northeast corner thereof; thence along the center of a 40 foot road North 71° 11' West 719 feet; thence South 86° 01' West 44.5 feet more or less to the Northeast corner of that certain land described in the Deed to La Rue Schock, and wife, recorded March 31, 1966, in book 824 of Official Records, page 100; thence South 13° 41' West 539.47 feet; thence North 76° 19' West 506.22 feet; thence South 13° 41' West 1420.20 feet to a point in the South line of Lot 5, said point being South 76° 19' East 362.89 feet from the Southeast corner of Lot 6; thence South 76° 19' East along the South line of Lot 5, 835.11 feet more or less to the point of beginning.

ADDITION TO PRESERVE NO. 35:

Property Owners: Earnest H. Lehman, aka Ernest H. Lehman and Margaret L. Lehman, his wife, as joint tenants

Assessor's Parcel: 18-222-01-1

All that real property situate in the State of California, County of Yolo, described as follows:

PARCEL 1:
That tract of land hereinafter described which lies East of the County Road crossing the said tract from North to South, the following is the description of the tract of which Easterly part is conveyed, which said Easterly part consists of 35 acres, more or less; BEGINNING at a point on the Westerly line of the Canada de Capay Grant, 24.64 chains South 24° 35' East from an iron pin marking C.C. 3 of the Official Survey of said Grant, and running thence North 66° 44' East 100.70 chains to a stake on the Easterly grant line of said Canada de Capay Grant; thence North 23° 45' West, 5.33 chains along said grant line to a stake; thence South 67° 28' West, 100.82 chains to a stake on the Westerly line of said Grant; thence South 24° 35' East along said Grant line 6.62 chains to the place of beginning, containing 60.17 acres, more or less.

PARCEL 2:
Thirty-five acres, more or less, being that portion of the hereinafter described tract of 60.23 acres of land, more or less, which lies East of the County Road running North and South across the said tract to wit: a portion of Block 3 of William Gordon's Subdivision of a portion of Rancho Canada de Capay, described as follows: BEGINNING at a point on the Westerly Grant line of said Grant, 18.02 chains South 24° 35' East from an iron stake marking C.C. 3 of the Official Survey of said Grant, and running thence North 67° 28' East, 100.82 chains to a stake on the Easterly grant line of said Rancho; thence North 23° 45' West along said Grant line, 5.33 chains to a stake; thence South 68° 12' West, 100.92 chains to a stake on the Westerly Grant line of said Grant; thence South 24° 35' East, along said Westerly grant line 6.62 chains to the place of beginning, containing 60.23 acres, more or less, also described as being bounded on the East and West by Grant line; on the North by W.P. Gordon; on the South by Delia Lindsay and F.J. Lindsay.

ADDITION TO PRESERVE NO. 35 (Cont'd):

PARCEL 3:
BEGINNING at a point on the Westerly Grant line of said Canada de Capay Grant at the Southwest corner of Block 3 of William Gordon's Subdivision of a portion of said Grant, the said point of beginning being 31.26 chains South 24° 35' East from an iron stake marking C.C. 3 of the Offical Survey of said Grant; running thence North 65° East, 100.58 chains to the Southeast corner of said Block 3; thence North 23° 45' West, 5.33 chains along the Easterly Grant line of said Grant to a stake; thence South 66° 44' West, 100.70 chains to a stake on the Westerly Grant line of said Canada de Capay Grant; thence South 24° 35' East, 6.62 chains to the place of beginning, containing 60.12 acres, more or less. All of the said lands lying and being in the County of Yolo, State of California, and being a portion of Block 3 of William Gordon's Subdivision of a portion of the Rancho Canada de Capay, consisting of 130 acres, more or less.

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EXCEPTING FROM PARCEL THREE: That portion thereof lying Westerly of the centerline of State Highway No. 16, as granted in deed dated March 28, 1955, recorded March 31, 1955, Book 449, Page 474, Yolo County Records.

EXCEPTING FROM PARCELS ONE, TWO AND THREE: All that certain real property conveyed by F. J. Lindsay, also known as Francis Jackson Lindsay, and Katherine Lindsay, his wife, to Milton D. Eisner and Helen E. Freidman, dated March 31, 1930, recorded March 18, 1931, Book 23, Page 310, Yolo County Records, described as follows:

BEGINNING at a point of intersection of the East bank of Cache Creek as it existed on March 31, 1930 with the Southeasterly boundary line of that certain 60.12 acre tract of land partitioned to J. F. Griffin in that certain partition suit of Geo. Caldwalader, Plaintiff, vs. Wm. Gordon, et al., Defendants, decree recorded in Book 64 of Deeds, Page 453, Yolo County Records; and running thence North 60° 00' East, along the said Southeasterly boundary line to the most Easterly corner of the said 60.12 acre tract; thence North 23° 56' West, 15.99 chains along the Northeasterly boundary line of the 60.12 acre tract, the 60.17 acre tract and the 60.23 acre tract as the said tracts are described in Book 84 of Deeds, at Page 453 in the said partition suit; thence South 68° 12' West along the Northwesterly boundary line of said 60.23 acre tract to the East bank of Cache Creek; thence down along the said East bank following the meanders thereof to the point of beginning, being a part of Block 3 of Wm. Gordon's Subdivision of a portion of Rancho Canada de Capay, containing 25 acres, more or less.

ADDITION TO PRESERVE NO. 3:

Property Owners: Nellie Reiff, 1/7th interest; Jane E. Reiff, 1/14th interest; Nellie Williamson, 5/7th interest; David S. Adams, Wesley Paul Reiff, and Randall George Reiff, in Trust, 1/14th interest.

Assessor's Parcel: 27-200-11-1

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All that real property situate in the State of California, County of Yolo, described as follows:

Lot 5, Marston's Subdivision of the Harbin Grant, filed January 11, 1895, Book 1 of Maps and Surveys, Page 75, Yolo County Records.

BK

Goes with Agree. 75-160

October 23, 1975

County of Yolo

RECEIVED
NOV 17 1975
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

County of Yolo
P. O. Box 175
Woodland, CA 95695

Attention Mr. Herbert W. Chandler
Agricultural Commissioner

Micro Fiched

Gentlemen:

The District has been informed by our Headquarters' Office that Service Contracts with the County Agricultural Commissioners for noxious weed and/or rodent control are not being approved at this time.

However, the District will endeavor to carry on this program as it has been so ably conducted by your staff in the past, and when funds become available, we hope this program can once again be taken over by your forces.

Thank you again for the excellent cooperation that we have received in the past and if we can be of service on this or other matters, please do not hesitate to give us a call.

Very truly yours,

LEO J. TROMBATORE
District Director of Transportation

Original Signed by
E. C. Meister

E. C. Meister
Deputy District Director
Systems Operations

RRJ:jo

RECEIVED
JUL 17 1975
LAURENCE P. HENIGAN, Clerk
By _____
CETA TITLE II

AGREEMENT NO. 75-162

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO MANPOWER AGENCY
MODIFICATION OF SUB-GRANT

FILED
JUL 17 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

Sub-Grantee Name
West Plainfield Fire Protection District

Address
Route 1, Box 2120

City
Davis, CA 95616

Phone:
662-8871

Program Director

Date of Modification
June 10, 1975

Micro Fiched

The Sub-Grant between the parties, Yolo County Agreement No. 75-44 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   increase of $ 151.00 .

2. The grant period originally starting on February 1, 1975 and ending on June 30, 1975 remains unchanged.

3. This modification is effective on the Date of Modification set forth above.

West Plainfield Fire Protection District	County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency
(Legal Name of Sub-Grantee)	
Bill D. Arnold	Betsy A. Marchand
(Signature of Authorized Officer)	
Bill D. Arnold District Business Manager	BETSY A. MARCHAND, CHAIRMAN BOARD OF SUPERVISORS
(Typed Name & Title of Authorized Officer)	ATTEST: LAURENCE P. HENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS
	BY Barbara A. Rodgers DEPUTY
	(SEAL)

SX-52

West Plainfield Fire Protection District
Rt. 1 Box 2415
Davis, California 95616

County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

Gentlemen:

We request additional CETA funds in the amount of $150.00. These funds are needed to cover cost of withholding taxes which we overlooked on our orginal request.

Very truly yours,

W. P. F. P. D.

Bill D. Arnold

Bill D. Arnold
District Business Manager

BK

FILED

FEB 1 0 1975

LAURENCE D. HENSON, Clerk

By Barbara Rodgers Deputy

RESOLUTION NO. 75-162

(Resolution Establishing and/or Enlarging an Agricultural Preserve, Finding Land to be Included in Contracts to Lie Within One Mile of a City, and Authorizing Execution of Land Use Contracts)

WHEREAS, it is the policy of the County of Yolo to maintain its agricultural economy and prevent unnecessary and premature conversion of land in agricultural use by utilizing the California Land Conservation Act of 1965; and

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WHEREAS, the Board of Supervisors finds it can best achieve the County's policy by establishing agricultural preserves and by signing and becoming a party to Land Use Contracts as authorized by said Act; and

WHEREAS, an application has been filed with the Planning Department of the County of Yolo requesting to establish or enlarge the Agricultural Preserves set forth in Attachment 1 attached hereto which is incorporated by reference herein so as to include the territory described in Exhibit "A" attached hereto which is incorporated by reference herein; and

WHEREAS, said application contains the matter required by law and the procedural rules established by this Board of Supervisors; and

WHEREAS, the Planning Department has filed with this Board of Supervisors its report upon the application as to the conformance with the Yolo County General Plan and as to the satisfaction of the conditions for establishment or enlargement of an agricultural preserve; and

WHEREAS, the Planning Commission has held a public hearing upon the application after giving notice in the manner required by the procedural rules established by this Board; and

WHEREAS, at the conclusion of the hearing, the Planning Commission by resolution made its recommendation upon the

(Rev.2-74)

application; and

WHEREAS, the Planning Commission resolution has been filed with the Clerk of this Board and the Clerk of this Board has given notice in the manner required by law, and the procedural rules adopted by this Board; and

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WHEREAS, at the time and place set forth in the said notice a public hearing was held by this Board of Supervisors; and

WHEREAS, the owners of real property set forth in said Exhibit "A" have offered to enter into Land Use Contracts of even date with this Resolution and making reference hereto as authorized by said Conservation Act, which impose enforceable restrictions on the therein described real property which is located in said Agricultural Preserve and known as the Assessor's Parcels as set forth in said Exhibit "A"; and

WHEREAS, the Board of Supervisors has heard and considered discussion on the restrictions, terms and conditions of the Contracts; and

WHEREAS, in the judgment of this Board of Supervisors, it is in the interest of the County of Yolo to do so;

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND FOUND by the Board of Supervisors of the County of Yolo as follows:

1. Each of the foregoing recitals is true and correct.
2. The action taken by this resolution is in conformance with the Yolo County General Plan.
3. The agricultural preserve which includes the territory described in said Exhibit "A" consists of no less than 160 acres.
4. The territory described in said Exhibit "A"
   a. is designated for agricultural use in the Yolo County General Plan
   b. does not include any parcel less than twenty (20)

acres in area,

c. is predominantly Class I, II, or III soils, or satisfies the purposes of the agricultural preserve in the following ways:

1) tends to maintain the agricultural economy and

Micro Fiched

2) tends to prevent premature or unnecessary conversion from agriculture, and

3) tends to assist in the preservation of prime lands, and

4) to preserve lands with public value as open space.

5. Said agricultural preserves are hereby declared established or enlarged to include the territory described in said Exhibit "A", for the purpose of defining the boundaries of those areas within which the County of Yolo is willing to enter into Land Use Contracts pursuant to the Land Conservation Act of 1965.

6. A map of such agricultural preserves is attached hereto marked Exhibit "B" which is incorporated by reference.

7. The terms and conditions upon which the County of Yolo is willing to enter into Land Use Contracts are as follows:

FIRST: DECLARATION. This Land Use Contract is made and entered into pursuant to the California Land Conservation Act of 1965 as amended (Chapter 7 or Part 1 of Division 1 of Title 5 of the Government Code of California commencing with § 51200), hereinafter referred to as "the Act", including Article 3 of said Act entitled "Contracts" and is subject

to all of the provisions thereof pertaining to contracts. It is the intent of the parties that the restrictions imposed upon the subject property by this Contract shall constitute those which may be imposed upon property by Contract under the aforementioned Act. The execution and recordation of this Contract shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California Legislature. Should COUNTY agree to any provision in any other Contract under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Contract such provision shall be deemed added to this Contract upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said provision shall be deemed to be of no force and effect to the extent of such inconsistency.

Micro Fiched

SECOND: RESTRICTIONS. During the term of this Contract and any and all renewals thereof, the subject property shall not be used for any purpose other than agricultural use and the uses determined by COUNTY pursuant to Government Code §§ 51231 or 51238 or by the Land Conservation Act of 1965 as amended to be compatible with the agricultural use of land within this preserve and subject to contract. No structures shall be erected upon subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors in accordance with the Act and its rules adopted

thereunder, and written consent of OWNER, may from time to time during the term of this Contract and renewals thereof add to and/or delete from said permissible uses of the subject property. If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Contract, and if any use is permissible under any such planning or zoning provision but is not determined as set forth above to be compatible with the agricultural use of land within this preserve and subject to contract, then it shall not be deemed legally available to OWNER hereunder.

Micro Fiched

THIRD: EMINENT DOMAIN. When any action in eminent domain for the condemnation of the fee title of any entire parcel of land subject to a contract is filed or when such land is acquired in lieu of eminent domain for a public improvement by a public agency or a person or whenever there is any such action or acquisition by the Federal government or any person, instrumentality or agency acting under authority or power of the Federal government, such contract shall be deemed null and void as to the land actually being condemned or so acquired as of the date the action is filed, and for the purposes of establishing value of such land the contract shall be deemed never to have existed.

When such an action to condemn or acquire less than all of a parcel of land subject to a contract is commenced, the contract shall be deemed

null and void as to the land actually condemned or acquired and shall be disregarded in the valuation process only as to the land actually being taken, unless the remaining land subject to contract will be adversely affected by the condemnation, in which case the value of that damage shall be computed without regard to the contract.

Micro Fiched

The contract shall be null and void for all land actually taken or acquired; provided, however, that should any such action be dismissed, or should any interest be conveyed for non-public use, the contract shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL. The initial term of the Contract shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of the contract by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10) year thereafter. The first day of March shall be deemed to be the "anniversary date" of the Contract, and on the anniversary date of the Contract a year shall be automatically added to the term unless notice of non-renewal is given as herein provided. If either OWNER or COUNTY desires in any year not to renew the Contract, that party shall serve written notice of non-renewal of the Contract upon the other party in advance of the anniversary date. Unless such written notice is served by OWNER at least ninety (90) days prior to the anniversary date or by COUNTY at least sixty (60) days prior to renewal date, the Contract shall be considered renewed as provided

above. At any time prior to the anniversary date either party may in writing withdraw its notice of non-renewal. Upon request by the OWNER, the Board of Supervisors may authorize OWNER to serve notice of non-renewal on a portion of the land under contract.

Micro Fiched

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of the Contract or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate the Contract without penalty when one of the following circumstances is found to exist:

(a) The laws of California cease to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Article 1.5 (commencing with § 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax is abolished as a source of revenue.

The following procedures shall be followed to elect the termination of the Contract:

(a) Written notice of the election to terminate the Contract shall be given the Board of Supervisors of Yolo County by OWNER.

Micro Fiched

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said thirty (30) days to set a hearing within an additional thirty (30) days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section SEVENTH of the Contract.

SEVENTH: CANCELLATION. The Contract may not be cancelled in whole or in part except pursuant to a request by OWNER as provided herein.

(a) The Board of Supervisors of COUNTY may approve the cancellation of the Contract only if it finds that cancellation is not inconsistent with the purposes of the California Land Conservation Act and is in the public interest. The existence of an opportunity for another use of the land involved shall not be sufficient reason for the cancellation of the Contract. A potential alternative use of the land may be considered

only if there is no proximate land not subject to a land use contract pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Contract. The uneconomic character of an existing use may be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

Micro Fiched

(b) Prior to any action by the Board of Supervisors giving tentative approval to the cancellation of any contract, the County Assessor shall determine the full cash value of the land as though it were free of the contractural restriction. The Assessor shall multiply such value by the most recent County ratio announced pursuant to § 401 of the Revenue and Taxation Code and shall certify the product to the Board of Supervisors as the cancellation valuation for the purpose of determining the cancellation fee.

(c) Prior to giving tentative approval to the cancellation of the contract, the Board of Supervisors shall determine and certify to the County Auditor the amount of the cancellation fee which OWNER must pay to the County Treasurer as deferred taxes upon cancellation. That fee shall be an amount equal to 50% of the cancellation value of the property; provided, however, if after the date the contract was initially entered into, the publicly announced county ratio of assessed value to full cash value is changed, the percentage

payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(d) If the Board of Supervisors finds that it is in the public interest to do so, it may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use of the land and its economic return to OWNER for a period of time not to exceed the unexpired term of the Contract had it not been cancelled provided:

1) The cancellation is caused by an involuntary transfer or change in the use which may be made of the land, and the land is not immediately suitable, nor will be immediately used, for a purpose which produces a greater economic return to OWNER; and

2) The Board of Supervisors has determined it is in the best interest of the program to conserve agricultural land use that such payment be either deferred or not required.

(e) When the deferred taxes required by this section are collected, the County Treasurer shall distribute the taxes in accordance with the provisions of Government Code § 51283(d).

(f) Upon tentative approval of the cancellation petition, the Clerk of the Board of Supervisors shall record in the Office of the County Recorder a certificate which shall set forth the name of the owner of such land at the time the Contract was cancelled with the amount of the cancellation fee

certified by the Board of Supervisors as being due pursuant to this section, the contingency of any waiver or deferment of payments, and a legal description of the property. From the date of recording of such certificate the Contract shall be finally cancelled and, to the extent the cancellation fee has not yet been paid, a lien shall be created and attached against the real property described therein and any other real property owned by the person named therein as the owner and located within the County of Yolo. Such lien shall have the force, effect and priority of a judgment lien. Nothing in this section shall preclude the Board of Supervisors from requiring payment in full of the cancellation fee prior to the cancellation becoming effective.

Micro Fiched

(g) In no case shall the cancellation of a Contract be final until the notice of cancellation is actually recorded as provided herein. Notwithstanding any provisions of the Revenue and Taxation Code, any payments required by this section shall not create nor impose a lien or charge on the land as to which a contract is cancelled except as herein provided.

(h) Upon the payment of the cancellation fee or any portion thereof, the Clerk of the Board of Supervisors shall record with the County Recorder a written certificate of the release in whole or in part of the lien.

(i) No tentative approval of cancellation may be given until after the Board of Supervisors has caused notice to be given of and has held a public

hearing on the matter. Notice of hearing shall be mailed to each and every owner of property under contract within this agricultural preserve and shall be published pursuant to § 6061 of the Government Code. The owner of any property located in the County of Yolo may protest such cancellation; however, such protest shall be advisory only and shall not be binding upon the Board of Supervisors.

Micro Fiched

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of the Contract is divided, a Contract identical to the Contract then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or COUNTY which has jurisdiction shall require, as a condition of approval of the division, the execution of the Contracts provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under the Contract from an agricultural preserve either by change of boundaries of the preserve or disestablishment of the preserve shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. The Contract shall run with the land described in it and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

8. The uses determined by COUNTY to be agricultural uses and uses compatible with the agricultural use of the land within the preserve and subject to contract are as follows:

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as but not limited to that authorized by the Crop and Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.

Micro Fiched

2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including

mobile homes, wagons, tents and the like.

8. Guest houses, not rented or otherwise conducted as a business.

9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

Micro Fiched

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. The erection, construction, alteration or maintenance of gas, electric, water or

communication utility facilities.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Micro Fiched

21. Dwelling yard area when necessary to transform an irregularly shaped parcel occupied by a non-farm dwelling into an approximately rectangular shaped parcel and where there is no decreate in adaptability to agriculture for both the land used as dwelling yard area and the remaining land in the same agricultural preserve.

22. The extraction of gravel incidental to creek bank protection and erosion prevention consisting of channelization where found by the Planning Commission or the Board of Supervisors to constitute an accessory use under the zoning regulations of the County of Yolo or where pursuant to a use permit granted under said zoning regulations.

9. Said Land Use Contracts constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with § 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code.

10. A portion of the land included in said applications and said Contracts is located within one mile of an incorporated city in this County, to wit: the City of Woodland.

11. The Clerk of this Board of Supervisors gave two weeks' written notice of hearing upon said application to include the parcels covered by said Contracts within a preserve to the City of Woodland.

12. The Clerk of this Board gave at least thirty (30) days' written notice that the Board of Supervisors intended to consider the execution of said Contracts to the City of Woodland.

Micro Fiched

13. No/A resolution protesting the execution of said Contracts has been filed with the County of Yolo by said City.

14. The County shall become a party to the said Land Use Contracts and the Chairman of the Board of Supervisors is hereby authorized to execute said Contracts on behalf of the County.

15. The Clerk of this Board of Supervisors is directed to file certified copies of this resolution with the County Recorder and State Director of Agriculture, and to record said Land Use Contracts with the County Recorder.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 29th day of December, 1975, by the following vote:

AYES: Duncan, Thompson, Edmonds, Barton, Marchand.

NOES: None.

ABSENT: None.

Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA
2-13-76

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Barbara A Rodgers
DEPUTY

(SEAL)

(Rev.2-74)

County Counsel

BOARD OF SUPERVISORS
Yolo County, California

Micro Fiched

PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that December 29, 1975, at 11:30 A.M., has been set as the date and time to hold a Public Hearing in the Board of Supervisors' Chambers, Room 207, Yolo County Courthouse, Woodland, California, to consider the following:

1 - Notice of Intention to consider execution of Land Use Contract pursuant to the Land Conservation Act of 1965 which includes land lying within one mile of the exterior boundaries of the City of Woodland, as requested by Manuel B. Avilla.

2 - Change of Zoning from an A-1 (Agricultural General) Zone to an A-P (Agricultural Preserve) Zone and the establishment of an agricultural preserve for 283.3 acres of land located on both sides of Interstate 5, west of the interchange at County Road 99, and designated as Assessor's Parcel Nos. 27-270-04, 59, 60, 62 and 63, an Addition to Preserve No. 5, as requested by Manuel B. Avilla. PCZF No. 2456.

3 - Notice of Intention to consider execution of Land Use Contract pursuant to the Land Conservation Act of 1965 which includes land lying within one mile of the exterior boundaries of the City of Woodland, as requested by William B. and Edna L. Schoeningh.

4 - Change of Zoning from an A-1 (Agricultural General) Zone to an A-P (Agricultural Preserve) Zone and the establishment of an agricultural preserve for 77.8 acres of land located on the north side of State Highway 16, ½ mile west of County Road 97E, and designated as Assessor's Parcel No. 25-380-10, an Addition to Preserve No. 101, as requested by William B. and Edna L. Schoeningh. PCZF No. 2475.

All interested parties are invited to attend.

Dated: December 8, 1975.

LAURENCE P. HENIGAN, COUNTY CLERK,
Ex-Officio Clerk of the Board of Supervisors

BY Barbara A. Rodgers
Deputy

ATTACHMENT 1

EXHIBIT "A"

ADDITION TO PRESERVE NO. 5:

Property Owners: Manuel B. Avilla

Assessor's Parcel Nos: 27-270-04, 27-270-59, 27-270-60, 27-270-62, 27-270-63

Micro Fiched

All of that certain real property situate, lying and being in the County of Yolo, State of California, described as follows:

The Southeast Quarter of Section 18, and the Northeast Quarter of Section 19, Township 10 North, Range 2 East, M.D.B.&M.

EXCEPTING THEREFROM that portion thereof conveyed to Northern Railway Company, a corporation, by Deed recorded July 9, 1875 in Book S of Deeds, at page 273, and by Deed recorded August 13, 1875 in Book S of Deeds, at page 429.

ALSO EXCEPTING THEREFROM that portion thereof conveyed to State of California by Deed recorded September 26, 1969 in Book 922 of Official Records at page 667, records of Yolo County.

ADDITION TO PRESERVE NO. 101:

Property Owners: William B. Schoeningh and Edna L. Schoeningh, his wife

Assessor's Parcel No.: 25-380-10

All that real property situate in the State of California, County of Yolo, described as follows:

The East half of the Southwest Quarter of Section 25, Township 10 North, Range 1 East, M.D.B.&M.

EXCEPTING THEREFROM that portion described as: BEGINNING at the Southeast corner of the Southwest Quarter of said Section 25; thence North 00° 39' 30" East, along the East line of said Quarter Section, 448.00 feet; thence North 89° 08' 30" West, 209.00 feet; thence South 00° 39' 30" West 448.00 feet, to a point on the South line of said Southwest Quarter of Section 25; thence South 89° 08' 30" East, along said Section line, 209.00 feet to the point of beginning.

RECEIVED
JUN 23 1975
LAURENCE P. PENIGAN, Clerk
By _____ Deputy
CETA TITLE II

FILED
JUN - 4 1975
LAURENCE P. PENIGAN, CLERK
By Barbara A. Rodgers Deputy

AGREEMENT NO. 75- 163

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO MANPOWER AGENCY
MODIFICATION OF SUB-GRANT

BF

Sub-Grantee Name	West Sacramento Sanitary District
Address	P. O. Box 802 1951 South River Road
City	West Sacramento, CA 95691
Phone:	(916) 371 5132
Program Director	
Date of Modification	June 10, 1975

Micro Fiched

74-223
75-39

The Sub-Grant between the parties, Yolo County Agreement No. _____ is hereby modified as follows:

1. Net amount of funds affected by this modification:

   increase ~~decrease~~ of $ 526.00 .

2. The grant period originally starting on January 1, 1975 and ending on June 30, 1975 remains unchanged.

3. This modification is effective on the Date of Modification set forth above.

West Sacramento Sanitary District	County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency
(Legal Name of Sub-Grantee)	
Clarence W. Weiss Clarence W. Weiss, Secretary	Betsy A. Marchand
(Signature of Authorized Officer)	BETSY A. MARCHAND, CHAIRMAN BOARD OF SUPERVISORS
(Typed Name & Title of Authorized Officer)	ATTEST: LAURENCE P. PENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS
	BY Barbara A. Rodgers DEPUTY
	(SEAL)

SX-52

FILED
JUN 25 1975
LAURENCE P. HENIGAN, CLERK
By Catherine Colgan
Deputy

Agreement No. 75-164

Woodland, California

June 16, 1975, 1975

T. S. CLIDE, Jr. and KATRINA D. CLIDE, his wife
Grantors

RIGHT OF WAY CONTRACT
COUNTY HIGHWAY

Micro Fiched

Document No. 75-16 in the form of an Easement Deed covering the following described property:

Parcel 1

A parcel of land being a portion of Parcel "A", as Parcel "A" is shown on that certain Record of Survey of Portions of Sections 13, 14, 23, and 24, Township 8 North, Range 1 East, M.D.B.&M., filed in the Office of the Recorder of the County of Yolo on January 8, 1962, in Book 9 of Maps and Surveys at Page 9, said Parcel being more fully described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South 00°10'49" East 25.00 feet along the East line of Parcel "A" to the Southerly right of way line of County Road Number 32, THE TRUE POINT OF BEGINNING; THENCE North 89°46'00" West 1343.26 feet along said Southerly right of way line to the West line of said Parcel "A"; thence South 00°15'30" East 10.00 feet along said West line; thence South 89°46'00" East, 1193.24 feet along a line parallel with and 10.00 feet Southerly of the South right of way line of County Road Number 32; thence South 76°39'15" East 154.28 feet to the East line of Parcel "A"; thence North00°10'49" West 45.00 feet along said East line to the true point of beginning.

Containing 0.368 acres.

Parcel 2

A ten foot wide strip of land being a portion of Parcel "B", as Parcel "B" is shown on that certain Record of Survey of Portions of Sections 13, 14, 23, and 24, Township 8 North, Range 1 East, M.D.B.&M., filed in the Office of the Recorder of the County of Yolo on January 8, 1962, in Book 9 of Maps and Surveys at Page 9, said strip of land being more fully described as follows:

COMMENCING at the Northeast corner of said Parcel "B"; thence South 00°15'30" East 25.00 feet along the East line of Parcel "B" to the Southerly right of way line of County Road Number 32, THE TRUE POINT OF BEGINNING; THENCE North 89°46'00" West 848.40 feet

XEROX
COPY

along said Southerly right of way line of County Road Number 32 to the West line of Parcel "B"; thence South 48°06'00" West 14.90 feet along said West line; thence South 89°46'00" East 859.54 feet along a line parallel with and 10.00 feet Southerly of the Southerly right of way line of County Road Number 32 to the East line of said Parcel "B"; thence North 00°15'30" West, 10.00 feet along said East line to the true point of beginning.

Containing 0.196 acres.

Micro Fiched

Parcel 3

A portion of Parcel 3 of the F. E. Russell Estate Lands as said parcel is delineated and so designated on that certain map of the F. E. Russell Estate Lands filed in Book 4 of Maps and Surveys, at Page 77, Yolo County Records, said portion being more fully described as follows:

COMMENCING at the Northeast corner of said Parcel 3, said corner also being the Northeast corner of Fractional Section 15, Township 8 North, Range 1 East, M.D.B.&M.; thence South 00°29'30" East 25.10 feet along the East line of said Parcel 3 to the Southerly right of way line of County Road Number 32 THE TRUE POINT OF BEGINNING; THENCE along said Southerly right of way line the following two courses: 1) South 84°29'00" West 1156.90 feet, 2) North 89°52'00" West 1238.70 feet; thence South 00°29'30" East 15.00 feet; thence South 89°52'00" East 1169.77 feet along a line parallel with and 15.00 feet Southerly of the Southerly right of way line of County Road Number 32; thence South 00°08'00" West 10.00 feet; thence along a line parallel with and 25.00 feet Southerly of the Southerly right of way line of County Road Number 32, the following two (2) courses: 1) South 89°52'00" East 70.00 feet, 2) North 84°29'00" West 541.43 feet; thence South 88°15'48" East 110.89 feet; thence North 71°15'06" East 104.85 feet; thence North 86°45'59" East 251.03 feet; thence North 80°43'52" East 152.81 feet to the East line of said Parcel 3; thence North 00°29'30" West 15.06 feet along said East line to the true point of beginning.

Containing 1.082 acres.

has been executed and delivered to Lloyd H. Roberts, Director of Public Works of the County of Yolo.

In consideration of which, and the other consideration hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement.

The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

Micro Fiched

II. The County shall:

A. Pay the undersigned grantors the sum of $2,880.50 for the property as conveyed by Easement Deed No. 75-16 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through escrow numbers 69289, 69290 and 69294 with Western Title Guaranty Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

C. During construction of this project (known as County Road 32 Bicycle Path, Work Order No. 5237 and prior to completion, the County will:

1. Relocate the fences and gates now existing within the above described property to the Southerly line of the above described property, but located on Grantor's property.

III. Grantor hereby agrees to permit County or its Contractor to enter upon the lands of the Grantor as may be necessary to accomplish the work as described in C above.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Dated: 5/30/75

Grantors

COUNTY OF YOLO

Betsey A. Marshall

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

RECOMMENDED FOR APPROVAL

By Lloyd H. Roberts

Micro Fiched

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Approved as to Form
Dated 6/25/75

[illegible], County Counsel of Yolo County

Book

FILED

JUN 3 1975

LAURENCE P. HENIGAN, Clerk

By Barbara Rodgers Deputy

AGREEMENT NO. 75-163

Assessment District No. 120

(El Macero Unit #4 - Sub.#2388)

THIS AGREEMENT made and entered into this 11th day of June, 1975 by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called "County", and YOLO ENGINEERS AND SURVEYORS, INC., licensed engineers, Woodland, California, hereinafter called "Engineer";

Micro Fiched

W I T N E S S E T H:

WHEREAS, County intends to install major improvements in a proposed Assessment District No. 120 and;

WHEREAS, it is necessary that construction engineering services be obtained for such work and for related or incidents work thereto.

NOW, THEREFORE, the County and the Engineer agree as follows:

1. County employs Engineer to advise the Board of Supervisors of the County of Yolo and its Officers and agents in regard to the said proposed work of construction and perform professional services, as hereinafter provided in this Agreement with respect to the proposed Assessment District No. 120:

2. Engineer shall furnish and perform, in a manner satisfactory to County, the following professional services required for the construction of major improvements in the proposed Assessment District No. 120, said services including, but not limited to the following:

A. (1) The general planning and layout of the work including consultation and advice during construction, visits to the construction site and appropriate reports and shop drawing reviews as required by the Department of Public Works.

B. Complete field surveys required for construction of facilities, for final measurements and records and for acquisition of lands and easements;

C. Preparation of descriptions and plats of properties, easements, and rights of way required for installation of facilities.

D. Preparation of assessment proceedings and maps and the spreading of assessments, according to benefits, among the various parties involved. The establishment of all property assessments shall be subject to review and approval by County.

3. County shall pay to Engineer as compensation for all such services, a sum determined on the following basis:

Micro Fiched

A. The fee shall be a sum computed on a per diem basis in accordance with the Rate Schedule attached hereto as "Exhibit A" (and by reference made a part hereof);

4. The compensation provided for a Paragraph 3 above shall be paid to Engineer upon the following basis:

A. The compensation payable to Engineer set forth in Paragraph 3 above shall be paid to Engineer monthly in accordance with appropriate detailed billings therefor as approved by the Director of Public Works.

5. Engineer shall furnish copies of all plans, specifications, and legal descriptions as may be required by the County for review, without charge.

6. This Agreement may be terminated at any time by County, in which case Engineer shall be paid for all services to date of termination performed under this Agreement.

7. Engineer shall exercise all of the care and judgement consistent with good engineering practices in the performance of its work under this Agreement. In addition, Engineer shall indemnify and hold the County harmless from any claims, liabilities, costs and expense as a result of any injury to persons or property resulting from the performance by Engineer of this Agreement.

8. This Agreement shall not be considered as giving exclusive

authority to Engineer for performing all engineering services pertaining to the design and construction of major street improvements in the proposed assessment district. County may perform, or have performed, any phase, of the various professional services outlined in Paragraph 2, without any liability or obligation to Engineer.

Micro Fiched

9. It is understood and agreed that any and all field survey notes, aerial photographs and other data collected and prepared in connection with construction of the project shall become the property of the County as permanent records.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

By Betty A. Marsland
Chairman of the Board of Supervisors, County of Yolo, State of California

YOLO ENGINEERS & SURVEYORS, INC.
Licensed Engineers, Woodland, California

By Hubert E. Nelson
Title Vice President.

ATTEST:
LAURENCE P. HENIGAN, CLERK

By Barbara A. Rodgers Deputy

APPROVED AS TO FORM:

County Counsel

EXHIBIT "A"

YOLO ENGINEERS AND SURVEYORS, INC. -B-RATE SCHEDULE
All Construction Work

Effective April 1, 1975

Micro Fiched

1 man-drafting or calculating	$ 21.00 per hr.
1 man-field and office	20.00
1 man-Professional (Reg. Non-Principal)	25.00
1 man-Principal	35.00
2 man survey party	42.00
3 man survey party	62.00
4 man survey party	76.00
Hewlett Packard and 2 man party	50.00
Mileage, Automotive	¢ .17 per mile
Aircraft Use	50.00 per hr.

The above quotations include reasonable amount of surveying supplies. Survey stakes used in topography will be billed at cost.

Meals and lodging for employees required to remain away from home overnight will be billed at cost.

RECEIVED
JUL - 3 1975
LAURENCE P. KEHOGAN, Clerk
By ..... Deputy

FILED
JUL - 3 1975
LAURENCE P. KEHOGAN, Clerk
By Balwant Poolgar Deputy

AGREEMENT NO. 75-166

(Agreement Amending Agreement No. 74-210)

THIS AGREEMENT, made and entered into this 16th day of June, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and the DAVIS FREE CLINIC, a non-profit corporation, herein referred to as CLINIC.

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. On or about the 30th day of September, 1974, the County of Yolo and the State of California entered into Yolo County Agreement No. 74-209 (California Agreement No. 74-50539) to provide for a program of narcotic and drug detoxification and ancillary services in Yolo County, a copy of which is attached to Agreement No. 74-210, designated as Document "A", and incorporated therein.

2. COUNTY and CLINIC heretofore have entered into Yolo County Agreement No. 74-210 which provides for the administration of the aforesaid program of narcotic and drug detoxification and ancillary services for the County by CLINIC.

3. The State of California has requested that the appropriate amendment be made to correct certain technical deficiencies and to make other changes required by passage of time and program adjustment in the aforesaid program. These changes were made in State of California Agreement No. 74-50539, Amendment No. 1, approved by the Board of Supervisors of Yolo County, on June 2, 1975, as Yolo County Agreement No. 75-153. The agreement between COUNTY and CLINIC providing for administration of the aforesaid program, Agreement No. 74-210, must therefore be amended to conform to California Agreement No. 74-50539, Amendment No. 1, and Yolo County Agreement No. 75-153.

4. The parties hereto desire to make such changes by the adoption of this amending agreement.

AGREEMENTS:

1. Yolo County Agreement No. 74-210 is hereby amended by the incorporation therein of the above-stated amendments to California Agreement No. 74-50539, Amendment No. 1, which were adopted by the County in Yolo County Agreement No. 75-153, incorporated herein by this reference.

Micro Fiched

2. In all other respects, the provisions of said agreement No. 74-210 between COUNTY and CLINIC are hereby ratified and confirmed without change.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, on the day and year first above written, by the following vote:

AYES: Duncan, Barton, Marchand.

NOES: None.

ABSENT: Edmonds, and Supervisorial District No. 5 position is vacant.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara Rodgers
DEPUTY

DAVIS FREE CLINIC, a non profit corporation

BY John H. Jones, M.D.
Medical Director

RECEIVED
JUL 16 1975
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

AGREEMENT NO. 75-167

COUNTY OF YOLO
MODIFICATION OF SUB-GRANT UNDER
EMERGENCY EMPLOYMENT ACT

FILED
JUL 16 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers Deputy

Micro Fiched

Sub-Grantee Name
REGENTS OF THE UNIVERSITY OF CALIFORNIA

Address
UNIVERSITY OF CALIFORNIA AT DAVIS

City
DAVIS, CALIFORNIA

Phone:
756-6660

Program Director
LARRY HOOVER

Date of Modification
JUNE 16, 1975

74-134
74-212
75-17

The Sub-Grant between the parties, Yolo County Agreement No. 75-125 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   ~~increase~~ decrease of $ 2,200.00 .

2. The grant period originally starting on July 22, 1974 and ending on June 30, 1975 is hereby [illegible] end on September 30, 1975 .

3. This modification is effective on the Date of Modification set forth above.

REGENTS OF THE
UNIVERSITY OF CALIFORNIA
(Legal Name of Sub-Grantee)

Barbara L. Stadtman
(Signature of Authorized Officer)

(Mrs.) Barbara L. Stadtman
Research Coordinator
(Typed Name & Title of Authorized Officer)

COUNTY OF YOLO

Betsy A. Marchand

BETSY A. MARCHAND, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Barbara A. Rodgers DEPUTY

(SEAL)

RECEIVED
1975
LAURENCE P. HAGAN, Clerk
By ..... Deputy

FILED
1975
LAURENCE P. HAGAN, Clerk
BARBARA A. RODGERS

AGREEMENT NO. 75- 168

(Agreement Extending Term of Receiving Home Agreement)

THIS AGREEMENT by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and JAMES GRIFFIS and JOANNE GRIFFIS, hereinafter called CONTRACTOR

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY and CONTRACTOR entered into an agreement for receiving home for dependent and neglected children dated December 8th, 1969, Yolo County Agreement No. 69-229, whereby CONTRACTOR agreed to provide receiving home services for COUNTY for a period terminating on June 30, 1970.
2. By Yolo County Agreement No. 70-315, the term of Agreement No. 69-229 was extended to June 30, 1971.
3. By Yolo County Agreement No. 71-413, the term of Agreement No. 69-229 was extended to June 30, 1972.
4. By Yolo County Agreement No. 72-186, the term of Agreement No. 69-229 was extended to June 30, 1973.
5. By Yolo County Agreement No. 73-93, the term of Agreement No. 69-229 was extended to June 30, 1974.
6. By Yolo County Agreement No. 74-85, the term of Agreement No. 69-229 was extended to June 30, 1975.
7. COUNTY and CONTRACTOR desire to further extend the term of said Agreement No. 69-229.

AGREEMENTS:

1. The term of said Agreement No. 69-229 is extended to and shall terminate on June 30, 1976.
2. In consideration of the performance of the terms and conditions of said Agreement No. 69-229, COUNTY shall pay CONTRACTOR the sum of TWO THOUSAND TWO HUNDRED DOLLARS ($2200.00) per

month in two equal installments upon presentation of a claim for each half month's service.

3. In all other respects, the terms and conditions of said Agreement No. 69-229 are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 23rd day of June, 1975.

Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsey A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara Rodgers
DEPUTY

(SEAL)

James Griffis
JAMES GRIFFIS

Joanne Griffis
JOANNE GRIFFIS

YOLO COUNTY AGREEMENT NO. 75-169

International Business Machines Corporation

Armonk, New York 10504

Agreement for Purchase of IBM Machines
(State and Local Government)

To: International Business Machines Corporation

Agreement No.: A70340

Branch Office Address:

520 Capitol Mall
Sacramento, California 95814

Administrative Br. Off. No.: 376

Customer No.: 99481-00

Name and Address of Purchaser:

County of Yolo
Courthouse
Woodland, California 95695

Micro Filmed

The Purchaser agrees to purchase and International Business Machines Corporation (IBM) by its acceptance of this Agreement agrees to sell, on the following terms and conditions, the machines and features [called machine(s)] listed below and more fully described in the attached Specification Sheets.

The prices shown below are F.O.B. IBM Plant. All transportation, rigging and draying charges will be paid by the Purchaser.

There shall be added to the prices shown below amounts equal to any taxes, however designated, levied or based on such prices or on this Agreement or the machines, including state and local privilege or excise taxes based on gross revenue, and any taxes or amounts in lieu thereof paid or payable by IBM in respect of the foregoing, exclusive, however, of taxes based on net income. Any personal property taxes assessable on the machines after delivery to the carrier shall be borne by the Purchaser.

Terms

This Agreement must be received by IBM on or before the Date of Installation of the machines. Payment in full for each machine shall be due upon the Date of Installation.

Item No.	Type	Model	Warranty Category	Description	Scheduled Date of Machine Shipment	Quantity	Unit Price	Amount
1	3340	B02	B	Direct Access Storage Facility	10/03/75	1	28,000.00	28,000.00
2	3348	70	B	Data Module	08/15/75	2	2,200.00	4,400.00

RECEIVED
JUL 17 1975
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

FILED
JUL 17 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

XEROX
COPY

TOTAL $32,400.00

Please send all communications to IBM at its branch office address listed above unless notified to the contrary.

CUSTOMER

Z120-2380-2
(U/M 001)

Title

Title to each machine passes to the Purchaser on the date of shipment from IBM, or on the date of acceptance of this Agreement by IBM, whichever is later.

Security Interest

IBM reserves a purchase money security interest in each of the machines listed herein in the amount of its purchase price. These interests will be satisfied by payment in full. A copy of this Agreement may be filed with appropriate state authorities at any time after signature by the Purchaser as a financing statement in order to perfect IBM's security interest. Such filing does not constitute acceptance of this Agreement by IBM.

Risk of Loss

During the period the machines are in transit or in possession of the Purchaser, up to and including the Date of Installation, IBM and its insurers, if any, relieve the Purchaser of responsibility for all risks of loss or damage to the machines including damage caused by Purchaser's negligence, except for loss or damage caused by nuclear reaction, nuclear radiation or radioactive contamination caused by the Purchaser. After the Date of Installation, the risk of loss or damage shall be on the Purchaser.

Delivery

Delivery will be made in accordance with the delivery schedule which is mutually agreed to by the Purchaser and IBM, subject to conditions beyond IBM's control. The method of shipment must be consistent with the nature of the machines and hazards of transportation.

Price Protection Period

Prices of the machines stated herein will not be subject to any established price increases up to and including the mutually agreed to Scheduled Date(s) of Machine Shipment shown on the face of the Agreement.

If IBM's established price for any machine upon the Date of Installation or forty-five days after plant shipment, whichever occurs first, shall be lower than the price for such machine stated in this Agreement, the Purchaser shall have the benefit of such lower price.

Installation

The Purchaser shall provide a suitable installation environment with all facilities prescribed by the appropriate IBM Installation Manual—Physical Planning and furnish all labor required for unpacking and placing each machine in the desired location. Packaging materials shall be the property of the Purchaser. Machines purchased under this Agreement shall be installed and placed in good working order by IBM. The day (Monday through Friday) following that on which (i) IBM determines that the machine has been placed in good working order, or (ii) the machine is delivered and the Purchaser fails to provide a suitable installation environment, shall be considered the Date of Installation of such machine for all purposes of this Agreement. IBM will notify the Purchaser when the machine has been placed in good working order.

Warranty

Machines purchased under this Agreement may be either newly manufactured by IBM from new and serviceable used parts which are equivalent to new in performance in these machines, or assembled by IBM from serviceable used parts, or machines which have been previously installed. Machines assembled from serviceable used parts and machines previously installed will at the time of shipment meet product functional specifications currently applicable to new machines.

The Purchaser will be responsible for assuring the proper use, management and supervision of the machines and programs, audit controls, operating methods and office procedures, for establishing the necessary controls over access to data, and for establishing all proper check points and procedures necessary for the intended use of the machines and the security of the data stored therein. The Purchaser agrees that IBM will not be liable for any damages caused by the Purchaser's failure to fulfill these responsibilities. The following warranties shall apply to the machines described herein.

I. Service and Parts Warranty

Commencing on the Date of Installation, IBM will maintain in good working order each Warranty Category A machine for one year and each Warranty Category B or C machine for three months, at no additional charge to the Purchaser. At the Purchaser's request, IBM will make all necessary adjustments, repairs and parts replacements. All replacement parts will be new or equivalent to new in performance when used in these machines. All replaced parts will become the property of IBM on an exchange basis. IBM may, at its option, store maintenance equipment or parts on the Purchaser's premises that IBM deems necessary to fulfill this Warranty.

Service pursuant to this Warranty as required at any time will normally be furnished by IBM's nearest Branch Office or resident location. IBM shall have full and free access to the machines to perform this service. There will be no charge for travel expense associated with warranty services except that actual travel expense shall be charged in those unusual instances where the site at which the machine is located is not normally accessible by private automobile or scheduled public transportation. The Purchaser shall promptly inform IBM of any change in the machine location during the warranty period. Service outside the scope of this Warranty will be furnished at IBM's applicable hourly rates and terms then in effect.

II. Parts Warranty

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For one year commencing on the Date of Installation, IBM warrants each Warranty Category B or C machine (excluding vacuum tubes and solid state and other electronic devices which are warranted for three months) to be free from defects in material and workmanship. IBM's obligation is limited to furnishing on an exchange basis replacements for parts which have been promptly reported by the Purchaser as having been, in his opinion, defective and are so found by IBM upon inspection. All replacement parts will be new or equivalent to new in performance when used in these machines. All replaced parts will become the property of IBM on an exchange basis. No service will be furnished pursuant to this Parts Warranty.

III. Limitations

The foregoing warranties will not apply to repair of damage or increase in service time caused by: accident, transportation, neglect or misuse; alterations (which shall include, but not be limited to, any deviation from circuit or structural machine design as provided by IBM, installation or removal of IBM features, or any other modification or maintenance related activities, whenever any of the foregoing are performed by other than IBM representatives); any machine other than those owned by IBM, under warranty provision of an IBM Purchase Agreement or under an IBM Maintenance Agreement; failure to provide a suitable installation environment with all facilities prescribed by the appropriate IBM Installation Manual—Physical Planning (including but not limited to, failure of, or failure to provide adequate electrical power, air conditioning or humidity control); the use of supplies or materials not meeting IBM specifications for such installation; or the use of the machine for other than data processing purposes for which designed.

IBM shall not be responsible for failure to provide service or parts due to causes beyond its control or required to adjust or repair any machine or part if it would be impractical to do so because of alterations in the machine or its connection by mechanical or electrical means to another machine or device or if the machine is located outside the United States, Puerto Rico or the Canal Zone.

Maintenance, Service and Parts

IBM will, if requested, provide the Purchaser with maintenance service for the machines, and repair or replacement parts, as long as they are generally available, on the basis of IBM's established prices and terms prevailing at the time.

Configuration Changes, Additional Features, Model Conversions

By agreement between IBM and the Purchaser, changes in the configuration of machines described herein may be made prior to the date of shipment. Additional features and model conversions which are field installable may be ordered in writing by the Purchaser under this Agreement, at any time after its acceptance by IBM, for installation in the machines subject to the then prevailing prices and terms and conditions.

Commencing on the Date of Installation of an additional feature or model conversion increment the following warranties as described

above, shall apply thereto: (i) a one year Service and Parts Warranty if installed on a Warranty Category A machine; (ii) a three month Service and Parts Warranty if installed on a Warranty Category B machine; or (iii) a three month Parts Warranty if installed on a Warranty Category C machine. In addition to the foregoing, an additional feature or model conversion increment installed on a Warranty Category B or C machine within one year of the Date of Installation of the machine will have the unexpired Warranty, if any, of such machine.

Accessories, Engineering Changes, Cards, Tapes and Supplies

IBM will, upon request, furnish to the Purchaser, at IBM's established prices and terms prevailing at the time, any machines, attachments, features and engineering changes as IBM shall have available for sale and which may be suitable for use on, or in connection with, the machines. But IBM makes no representation that such machines, attachments, features or engineering changes which may be announced in the future, will be suitable for use on, or in connection with, these machines. IBM will also furnish to the Purchaser, upon request, at IBM's established prices and terms prevailing at the time, cards, tapes and other supplies used in the operation of the machines, as long as IBM has them available for sale.

Limitation of Liability

The foregoing warranties are in lieu of all other warranties express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

The Purchaser further agrees that IBM will not be liable for any lost profits, or for any claim or demand against the Purchaser by any other party, except a claim for patent infringement as provided herein.

No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either party more than one year after the cause of action has accrued, except that an action for non-payment may be brought within one year after the date of last payment.

In no event will IBM be liable for consequential damages even if IBM has been advised of the possibility of such damages.

Patent Indemnity

IBM will defend at its own expense, any action brought against the Purchaser, to the extent that it is based on a claim that the machines supplied by IBM, or the operation of such machines pursuant to a current release and modification level of any Type I program or System Control Programming furnished by IBM, infringe a United States patent and, IBM will pay those costs and damages finally awarded against the Purchaser in any such claim, but such defense and payments are conditioned on the following:

(i) that IBM shall be notified promptly in writing by the Purchaser of any notice of such claim; and

(ii) that IBM shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; and

(iii) should the machines, or the operation thereof, become, or in IBM's opinion be likely to become, the subject of a claim of infringement of a United States patent, that the Purchaser shall permit IBM, at its option and expense, either to procure for the Purchaser the right to continue using the machines, to replace or modify the same so that they become non-infringing, or to grant the Purchaser a credit for such machines as depreciated and accept their return. The depreciation shall be an equal amount per year over the life of the machines as established by IBM.

IBM shall have no liability to the Purchaser under any provision of this clause with respect to any claim of patent infringement which is based upon:

(i) the combination, or utilization, of machines furnished hereunder with machines or devices not made by IBM; or

(ii) the operation of machines furnished by IBM pursuant to any program other than, or in addition to, the aforementioned Type I programs or System Control Programming; or

(iii) the modification by the Purchaser of machines furnished hereunder or of the aforementioned Type I programs or System Control Programming.

The foregoing states the entire liability of IBM with respect to infringement of patents.

General

Micro Fiched

This Agreement is not assignable without written permission from IBM; any attempt to assign any rights, duties or obligations which arise under this Agreement without such permission shall be void.

This Agreement will be governed by the laws of the State of New York. It constitutes the complete and exclusive statement of the agreement between the parties which supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

This Agreement may only be changed in a writing, executed on behalf of IBM and of the Purchaser.

The Purchaser acknowledges that he has read this Agreement, understands it and agrees to all terms and conditions stated herein.

Received by IBM at Sacramento, California

By M.M. Stuckey
Manager's Signature

M.M. Stuckey
Manager's Name (Type or Print)

On 06/25/75
Date

JUN 25 3 23 PM '75

Accepted by:
International Business Machines Corporation

By T. P. Walsh
Authorized Signature

T. P. Walsh
SOO & Commission Contact Mgr. - West

On JUL 09 1975
Date

County of [illegible]

By Betsy A. [illegible]
Authorized Signature

Betsy A. [illegible]
Name (Type or Print)

Chairman, Board of [illegible]

On June 23, 1975
Date

PRESS FIRMLY WITH BALL POINT PEN ON A HARD SURFACE FOR MAXIMUM LEGIBILITY.

RECEIVED
JUL 11 1975
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

FILED
JUL 11 1975
LAURENCE P. HENIGAN, CLERK
by Barbara Rodgers
Deputy

AGREEMENT NO. 75-170

Extension of Lease

THIS EXTENSION OF LEASE made and entered into this 30th day of June, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as LESSOR, and BERRYESSA AMATEUR RADIO KLUB, an incorporated association, hereinafter referred to as LESSEE,

Micro Fiched

W I T N E S S E T H:

RECITALS:

1. The parties hereto have heretofore entered into Agreement No. 73-64 and Agreement No. 74-117, to lease certain real property located on Mt. Berryessa in Yolo County;
2. The parties desire to extend said Lease.

AGREEMENTS:

1. The term of this agreement shall be extended for one year, commencing on July 1, 1975 and terminating June 30, 1976;
2. In all other respects, the terms and conditions of said Agreement No. 73-64 and Agreement No. 74-117 are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Extension of Lease as of the date hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

XEROX COPY

BERRYESSA AMATEUR RADIO KLUB, an incorporated association

BY Harry L Fredericks
HARRY L FREDERICKS
President, BARK

FILED
SEP 22 1975
LAURENCE E. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 75-171

(Amendment to Agreement to Provide Space for County's Radio Equipment)

THIS AGREEMENT made and entered into this 30th day of June, 1975 by and between YOLO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a governmental entity, hereinafter called DISTRICT, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, the parties hereto have entered into Agreement No. 70-273 to provide space for COUNTY'S radio equipment; and

WHEREAS, the parties hereto desire to extend the terms and conditions of said Agreement;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. COUNTY shall pay to DISTRICT an annual rent of ONE THOUSAND ($1,000) DOLLARS payable semi-annually in installments of FIVE HUNDRED ($500) DOLLARS on December 31st and June 30th of each year during the terms of this lease. In addition, COUNTY shall pay to DISTRICT the sum of SIXTY-SIX ($66) DOLLARS annually for each rack space occupied.

2. The term of this lease shall commence on April 1st, 1975 and shall terminate on March 31st, 1976; provided, however, either party may terminate this agreement at any time by giving written notice to the other party of such termination three (3) months in advance of the effective date of such termination. In the event this agreement shall be terminated for any reason prior to the expiration of any semi-annual period for which rental has been paid, DISTRICT shall refund to COUNTY such proportional part of said semi-annual rental as has been paid in advance by COUNTY,

3. In all other respects, the terms and conditions of Agreement No. 70-273 are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

YOLO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

_____
SECRETARY

Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

FILED

JUL 10 1975

LAURENCE P. HENIGAN, Clerk

By Barbara A. Rodgers Deputy

AGREEMENT NO. 75-172

THIS AGREEMENT, made and entered into this 30th day of June, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and ROBERT L. WEISMAN, hereinafter referred to as CONSULTANT

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY has applied for and received grant funds to utilize the services of a departmental psychologist for peace officers within Yolo County, and therefore has a need for the services of a licensed clinical psychologist.
2. CONSULTANT hereby represents that he is so licensed and possesses the necessary experience and expertise to provide said services for COUNTY.
3. That a description of said project is contained in the documents attached hereto, collectively marked Exhibit "A" and incorporated herein by reference thereto.

AGREEMENTS:

1. CONSULTANT shall perform the services described in Exhibit "A" in a proper and workmanlike manner, and shall undertake said work promptly upon execution of this agreement. In undertaking this project, CONSULTANT covenants and warrants that he will devote at least four hundred and forty (440)

hours to said project, as is described in EXHIBIT "A".

2. CONSULTANT shall be paid at the rate of TEN DOLLARS per hour being paid on the 1st and 15th of each month, for hours worked to date of claim. Said amounts shall be paid by COUNTY to CONSULTANT only upon a claim upon the COUNTY detailing actual hours worked, to be countersigned by the Probation Officer of Yolo County, as an indication that said claim has been reviewed and is approved. Micro Fiched

3. Either party to this contract may terminate same upon thirty (30) days' written notice. For this purpose, and for all other purposes under the terms of this agreement, the addresses of the parties hereto are given as follows:

Yolo County Probation Department
P.O. Box 239
Woodland, California 95695

Robert L. Weisman, Ph.D.
2175 4th Avenue
Sacramento, CA 95818

4. CONSULTANT shall maintain all necessary and appropriate records of work performed, time spent and similar data to enable the COUNTY to perform any necessary or appropriate audit of this program.

5. All materials prepared and developed, and all data acquired by CONTRACTOR shall remain at all times during the course of the project and thereafter the property of the County of Yolo, and not the property of CONSULTANT, subject to the confidentiality of psychotherapist/patient communications provided by law.

6. CONSULTANT is performing the services described herein as an independent contractor, and not as an employee of COUNTY.

7. CONSULTANT agrees to hold harmless and indemnify COUNTY from all claims for damages arising out of and in the course of the provision of services under this agreement and to defend any suit against COUNTY that may arise therefrom. CONSULTANT agrees that he shall obtain and keep in effect during the life of this contract liability insurance providing malpractice and professional service coverage with policy limits of at least $300,000.

8. The term of this agreement shall be from July 1, 1975 until 440 hours of work have been performed, and no later than June 30, 1976.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

By Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

CONSULTANT

Robert L Weisman Ph D
ROBERT L. WEISMAN, PH.D.
7-10-75

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Barbara Rodgers
DEPUTY

(SEAL)

CHARLES R. MACK
COUNTY COUNSEL
BY:
DEPUTY COUNTY COUNSEL

Micro Fiched

RECEIVED
JUL 1 8 1975
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

FILED
JUL 1 8 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

AGREEMENT NO. 75-173

(Agreement for Physician Services)

THIS AGREEMENT made and entered into this 30th day of June, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and a group of licensed physicians doing business as MERIDIAN ASSOCIATES, INCORPORATED, a corporation, hereinafter referred to as CONTRACTOR,

W I T N E S S E T H:

1. SERVICES.

In order to provide quality outpatient and emergency care on a prompt and continuing basis available at all times at Yolo General Hospital to the community, CONTRACTOR agrees to provide the professional services of duly licensed physicians for the Emergency and Outpatient Departments of Yolo General Hospital on a 24-hour-a-day basis, seven days a week, subject to the operation of the Outpatient Department five days each week except in those weeks in which a legal holiday occurs. Physicians of CONTRACTOR on duty are not required to be more than one physician at any one time except and subject to prior approval of the Hospital Administrator. In the event of an emergency, CONTRACTOR may provide additional physician coverage subject to notification to the Hospital Administrator within forty-eight (48) hours.

2. TERM.

The term of this Agreement shall commence on July 1, 1975; provided, however, that the parties may renew the term for successive periods of one year by agreeing in writing to do so; further provided, however, either party may terminate this Agreement during the original term or any renewal term by giving

XEROX COPY

written notice thereof on the other party at least sixty (60) calendar days before the date of termination.

3. NOTICES.

Any notice to be given to CONTRACTOR may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to him at his last known mailing address or at Yolo General Hospital, 170 West Beamer Street, Woodland, California 95695.

4. STATUS.

Micro Fiched

In the performance of the work, duties and obligations devolving upon him under this contract, CONTRACTOR is at all times acting and performing as an independent contractor practicing the profession of physician and surgeon. COUNTY shall not have nor exercise any control or direction over the methods by which CONTRACTOR shall perform his work and functions, except that CONTRACTOR does by this Agreement agree to perform the work and functions at all times in strict accordance with currently approved methods and practices in the profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

It is agreed and CONTRACTOR makes the following statement of contract status for the purpose of facilitating reimbursement under Title XVIII and Title XIX of the Social Security Act, as amended, and otherwise. CONTRACTOR is retained pursuant to this Agreement as an independent contractor by the County of Yolo, a political subdivision of the State of California, to provide medical care at Yolo General Hospital. CONTRACTOR receives compensation from COUNTY pursuant to this Agreement which by virtue of this Agreement fully compensates CONTRACTOR for all services performed at Yolo General Hospital Emergency and Outpatient Departments.

As a hospital-based physician at the Yolo General Hospital, CONTRACTOR will be performing professional physician services for patients receiving treatment in said hospital who are covered by the supplemental medical insurance for the aged program as established under Title XVIII and for patients covered by Title XIX of the Social Security Act, and for non-indigent patients receiving emergency treatment. All physician services performed by CONTRACTOR for such patients in Yolo General Hospital during the term of this Agreement will be undertaken within the course and scope of the provisions of this Agreement with the County of Yolo.

Micro Fiched

CONTRACTOR hereby acknowledges the right of COUNTY or any of its duly authorized administrators to accept any assignment made by any person who receives medical treatment from CONTRACTOR at the Yolo General Hospital pursuant to this Agreement, the amount payable to such persons for the medical treatment given under Title XVIII or Title XIX of the Social Security Act or to non-indigent patients receiving emergency treatment and to receive any payments which may be made pursuant to such assignment.

5. COMPENSATION.

COUNTY agrees to pay CONTRACTOR at the rate of Twenty-one ($21) Dollars per hour for physician services provided in Yolo General Hospital Emergency and Outpatient Departments. CONTRACTOR shall submit monthly statements, listing hours of physician services provided each day as soon as practicable after each month of service. COUNTY agrees to make payment within ten (10) working days following receipt of CONTRACTOR's monthly statement.

6. STAFF MEMBERSHIP.

In accordance with and subject to the Constitution and By-Laws of the Hospital Medical Staff, all physicians performing services

for CONTRACTOR pursuant to provisions of Paragraph 1 hereof shall apply for appointment to the Medical Staff in accordance with Medical Staff By-Laws, Rules and Regulations. Notwithstanding the provisions of Paragraph 2 above, this Agreement may be terminated immediately if the staff appointment of any such physician of CONTRACTOR is revoked for cause upon the recommendation of the Medical Staff and that physician is not replaced by CONTRACTOR within two weeks of the date of revocation of his membership.

Micro Fiched

7. LIABILITY INSURANCE.

COUNTY shall obtain professional liability insurance covering services rendered in the Emergency and Outpatient Departments by CONTRACTOR physicians pursuant to Paragraph 1. Physicians providing service under this Agreement shall be insured as additional insured by appropriate amendment to the existing COUNTY malpractice and liability insurance policy.

8. APPRECIATION.

COUNTY appreciates the willingness of CONTRACTOR to provide physician services in the emergency caused by the difficulty in obtaining full time physicians for Yolo General Hospital physician service and requests CONTRACTOR's continuing assistance to recruit full time physicians to alleviate this emergency.

9. CONTRACT ADMINISTRATION.

The Hospital Administrator shall be responsible for the administration of this Agreement, approval of compensation statements, and such other matters of hospital service related to the mutual and satisfactory service of this Agreement subject to the hospital rules, State law, and policies of the Board of Supervisors.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY B. J. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara Rodacy
DEPUTY

(SEAL)

Micro Fiched

MERIDIAN ASSOCIATES, INCORPORATED,
a corporation

BY John E. Gladding

BY Victor J. Elliott, Jr. VP

BY Farley Baldwin, Jr. S

YOLO COUNTY AGREEMENT NO. 75-174

AGREEMENT BETWEEN

COUNTY OF YOLO

As Service Provider

and

Planning Council Area 4 Agency on Aging

FILED
AUG 14 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers Deputy

A. Name and principal address of Provider:
Yolo County Welfare Department
535 Court Street, Woodland, CA 95695 (916) 666-8324

B. The attached descriptive and fiscal information is a firm proposal to conduct a service project for senior citizens. If approved, the project will be conducted in a manner consistent with the intent of the Older Americans Act, as amended (P.L. 93-29, 87 State. 36-45), the Regulations applicable to service programs under Title III of the Older Americans Act of 1965, effective September 4, 1973, and with the requirements of the implementing agreement between the Office of the U. S. Commissioner of Education and the California State Department of Education. The Assurance of Compliance with Title VI of the Civil Rights Act of 1964, dated January 18, 1965 applies to this application.

Micro Fiched

C. Maximum total funds available for this project:

$ 12,000.

D. Beginning date July 1, 1975 and ending date June 30, 1976 of this agreement.

E. No expenditures whatsoever, may be made after the following date: June 30, 1976.

F. Addresses of Project sites:

a. Commission on Aging of Yolo County, 120 Court St., Woodland, Ca. 95695
Address

b. Mexican-American Concilio of Yolo County, 812 Main St., Woodland, Ca. 95695
Address

c. Davis Senior Citizens Center, 630 Second St., Davis, Ca. 95616
Address

d. United Christian Centers, Broderick Unit, 110 Sixth St., Broderick, Ca. 95605

G. Contractor's application number to the Area 4 Agency on Aging: No. 155 - INFORMATION & REFERRAL SERVICE FOR SENIORS.

H. Name of Insurance Carrier: See Attachment #1 for Insurance Carrier.

Description of policy: _____

Limits of policy: _____

Effective dates of the policy: _____

Name and address of the agent: _____

_____

I. Name of Bonding Company: _____

Number of Bond: _____ Limits: _____

Effective Dates: _____

J. Salaries to be paid in this service project will be comparable to the prevailing salaries for similar work in the location of service.

a. Title III Funds will not be used to replace or supplement ongoing programs or personnel.

Micro Fiched

1. This is an Agreement between the Provider described above and the Community Services Planning Council, Inc., of Sacramento (hereinafter referred to as The Planning Council) which is located Upstairs at 1832 Tribute Road, Sacramento, California 95815.

The obligations of The Planning Council in this Agreement will be administered by one of its departments which is the Area 4 Agency on Aging. Therefore, in the interests of clarity The Planning Council in this Agreement will be referred to as the Area 4 Agency on Aging or A4AA.

2. Contractor shall manage service operations of the project at the sites stated on line F above. Other project sites may be added to or any of the project sites listed may be eliminated from this Agreement as agreed upon by the Service Provider and A4AA.

3. Service Provider shall comply with all Department of Health, Education and Welfare regulations promulgated pursuant to Title VI of the Civil Rights Act of 1964.

4. Service Provider shall comply with all Federal, State and local laws and regulations pertinent to his operation and shall keep in effect any and all licenses, permits, notices and certificates as are required. Service Provider shall further comply with all laws applicable to wages and hours of employment and occupational safety. If capital assets are acquired with Federal Funds, then Service Provider agrees to comply with applicable Federal laws, rules and procedures relating to the acquisition, retention and disposition of these assets.

5. Service Provider shall provide the services on such days at such times and at such sites as is set forth in the attached application.

6. The Service Provider shall be liable for all labor and any other direct expenses incurred in providing the above listed services and shall assume any and all responsibilities for loss or damage resulting from negligence or acts of omission and shall defend any suit alleging injury, sickness or disease arising out of the provision of services. However, the Service Provider is obligated to promptly inform the A4AA in writing of the incident of any such adverse situation.

7. The Service Provider agrees to indemnify, defend and save harmless the A4AA and the State of California their Micro Fiche Officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material-men, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this agreement and also from any and all claims and losses occuring or resulting to any person, firm, or corporation who may be injured or damaged by the Service Provider in the performance of this contract. The Service Provider shall provide necessary Workmen's Compensation Insurance at the Service Providers' own expense.

8. The Service Provider and the Agents and employees of Service Provider in the performance of this agreement shall act in an independent capacity and not as offices, or employees or agents of the State of California, or the A4AA

9. The A4AA or the State of California may terminate this agreement and be relieved of the payment of any consideration to the Service Provider should the Service Provider fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State of California, or the A4AA may proceed with the work in any manner deemed proper by the State or the A4AA. The cost to the State and to the A4AA shall be deducted from any sum due to the Service Provider under this agreement and the balance, if any, shall be paid to the Service Provider upon demand.

10. The Service Provider shall procure and maintain comprehensive bodily injury and property damage caused by automotive vehicles used in the project's service operation, with limits of $300,000 for injury or death of one person in any one accident; $500,000 for injury or death of two or more persons in any one accident and $100,000 for property damage in any one accident.

a. Procure and maintain a surity bond conditioned on the Service Provider's faithful performance of this agreement.

b. Furnish the A4AA with certificates of insurance and of the bond to demonstrate that it has procured the required insurance and bond. Furthermore, the Service Provider shall provide the A4AA with any necessary permission needed by the insurance carrier and bonding company for the insurance carrier or bonding company to notify the A4AA directly that such insurance coverage or bond is cancelled or terminated or modified

11. All records of the Service Provider bearing upon service operations in any site shall be maintained at such project site or at the head local office with the State, and shall be made available to the A4AA upon request to meet the requirements of the A4AA, the State Office on Aging, or any other governmental entity. All such records shall be kept on file for three (3) years after the end of the Federal Fiscal year to which they pertain. The A4AA director or other representatives, and the auditors of the U. S. Department of Health, Education and Welfare and the State Office on Aging shall be granted access to such records upon request.

Micro Fiched

12. Service Provider agrees that within thirty (30) days after the end of the project year, the Service Provider will provide the A4AA with an audit by a Certified Public Accountant or, in cases of public entity, an ending financial statement signed by the Service Provider's Chief Auditor. General Accounting Office, upon request, shall have access to all such records for audit or review at a reasonable time and place. Authorized representatives of the A4AA, the California State Office on Aging, and the U. S. Department of HE&W shall have the right to conduct on-site administrative reviews of the service operation.

13. The A4AA shall make such payment to the Contractor monthly in arrears on or before the 15th day of the month following the calendar month for which payment is made. The total funds available under the terms of this agreement shall not exceed the figure set forth in line C above.

a. The Contractor shall place all money in a special account, expend the same solely for the purpose of the project and refund to the Area 4 Agency on Aging, any unencumbered amounts upon termination or completion of the project.

14. The Area 4 Agency on Aging may terminate this agreement and be relieved of the payment of any consideration to the Service Provider should the Service Provider fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, Area 4 Agency on Aging may proceed with the work in any manner deemed proper by the State. The cost to Area 4 Agency on Aging shall be deducted from any sum due the Service Provider upon demand.

a. The Service Provider may terminate this agreement at any time by giving the Area 4 Agency on Aging two (2) weeks written notice.

b. This agreement is not assignable by the Service Provider either in whole or in part, without prior written authorization of the Area 4 Agency on Aging.

15. The equipment purchased in this project will be used in future senior citizens projects and additional like equipment for future projects will not be required. New equipment for any subsequent Title III Older Americans programs will be purchased only if it cannot be secured from phased-out Title III programs, excess or surplus property.

a. The Area 4 Agency or the State shall retain title to all equipment acquired, which is identified under the "equipment" portion of the budget. At completion of the project, the Contractor agrees to dispose of equipment in accordance with Federal and State procedures. If the equipment is to continue to be used to further the purpose of Older Americans Act, title to the equipment may be relinquished to the Contractor upon approval by the Area 4 Agency on Aging and the State, of a written request by the Contractor, to transfer ownership of the equipment to Contractor.

Micro Fiched

16. Time is of the essence of each and all of the provisions of this agreement, and provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

17. It is mutually understood and agreed that no alterations or variations of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the two parties hereto shall be binding on any of the parties hereto.

18. ALL conditions applicable to the master contract between the Area 4 Agency on Aging and the California State Office on Aging under Contract CA 12-89, dated December 27, 1973, shall cover this contract.

FOR THE COMMUNITY SERVICES PLANNING COUNCIL, INC.

Barbara Kaplan
President, Board of Directors

FOR THE SERVICE PROVIDER

Betsy A. Marchand
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

DIRECTOR, AREA 4 AGENCY ON AGING

Approved as to Form
Dated
County Counsel of Yolo County

ATTACHMENT #1

H. Name of Insurance Carrier: Insurance Company of the Pacific Coast.

Description of Policy: General Liability. Policy #PS 568 37 75

Limits of Policy: Bodily Injury & Personal Injury Liability $200,000 each person, $500,000 each occurence, $50,000 property damage.

Effective Dates of Policy: September 1, 1974 to September 1, 1975. Micro Fiched

Name & Address of Agent: L. E. Wraith & Associates, 350 Court St.,Woodland,Ca. 95695

* Excess Limits Policy: To $5,000,000. Progressive Casualty Insurance Company, Cleveland, Ohio. Policy #UL-0714016

Agent: Scarlett Insurance Agency, 603 Court St.,Woodland,Ca. 95695

I. Name of Bonding Company: Fidelity & Deposit Company of Maryland.

Description: Faithful Performance, Bond #5928933 & 5928935.

Limits: $25,000 Basic, $50,000 Additional on Welfare Department employees, Total $75,000.

Agent: Scarlett Insurance Agency, 603 Court St., Woodland,Ca. 9569

Effective Date: 3 years, beginning October 15, 1974.

State Compensation Insurance Policy #19022-73

* Note: Excess limits coverage is over and above basic liability and property damage policy.

transferees and assignees, and the person or persons whose signature(s) appear below is are authorized to sign this assurance on behalf of the Subgrantee.

Dated April 27, 1975 Yolo County Department of Public Welfare
(Subgrantee)

Micro Fiched

By _____
(President, Chairman of Board, or comparable authorized official)

P.O. Box 531, 20 Cottonwood Street

Edward M Berley

Woodland, California 95695 Title Director
(Recipient's mailing address)

MM:mhl 5.31.74

AOA 441 (To be completed by applicant for any grant from the Area Agency designated to implement the Older Americans Act. (Where provision of facilities is involved, HEW Form 441 with be excused.)

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE REGULATIONS UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Micro Fiched

Yolo County Department of Public Welfare (herein-
(Name of Subgrantee or Secondary Recipient)
after called the "Subgrantee") HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare (45 CFT Part 80) issued pursuant to that title, to the end that, in accordance with Title IV of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives Federal financial assistance from

Area IV Agency on Aging, a recipient of
(Name of Grantor)
Federal financial assistance from the Department (hereinafter called "Grantor"); and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Subgrantee by the Grantor, this assurance shall obligate the Subgrantee, or in the case of any transfer of such property, the transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Subgrantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Subgrantee for the period during which the Federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Subgrantee by the Grantor, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Subgrantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subgrantee, its successors,

FORM 4 - 13

UNDER TITLE III OF OLDER AMERICANS ACT

Submit to: Area 4 Agency on Aging
Upstairs at 1932 Tribute Road
Sacramento, California 95815

SECTION I -- GENERAL INFORMATION

Name of Direct Service Project
Special Programs for the Aging

Name, address and telephone number of applicant organization
County of Yolo, Department of Public Welfare
20 Cottonwood Street
Woodland, California 95695

Micro Fiched

TYPE OF PROPOSED SERVICE(S)

- x Information and Referral
- x Outreach
- x Transportation & Escort
- x Coordination & Pooling

Address at which proposed project will be conducted (Street, City, County(s) 20 Cottonwood Street, Woodland County of Yolo, California

Name of Project Director, Supervisor, or Coordinator Edward M. Curley, Director

Proposed Project Period
Beginning 7/1/75 Ending 6/30/76

Project year for which funds are requested
Beginning 7/1/75 Ending 6/30/76

SECTION II -- COMPUTATION OF FUNDS REQUIRED

	Project year for which funds are requested	Subsequent Project year
A. Estimated Total Cost (total from Sec. III)	$ 15,177	$ 15,177
B. Less Estimated Project Income (Totals from Sec. V.)	0	0
C. Estimated Net Cost (Subtract B from A)	15,177	15,177
D. Less Applicant's Proposed Contribution (Totals from Sec. IV)	3,177	3,177
E. Amount Requested (Subtract D from C)	12,000	12,000

FORM 4 - 13, cont'd

TERMS AND CONDITIONS: It is understood and agreed by the undersigned that: 1) funds granted as a result of this request are to be expended for the purposes set forth herein and in accordance with all applicable laws, regulations, policies, and procedures of this agency, State of California, and the Administration on Aging of the U. S. Department of Health, Education and Welfare; 2) it is also understood that this request will be reviewed along with all other requests for the grant money applied for; and that any technical assistance in preparing this request given by the Area 4 staff is the type and kind of assistance made available to any and all requestors, and is assistance given to enable the requestor to correctly answer the questions asked, and is given for no other purpose; 3) any proposed changes in the proposal as approved will be submitted in writing by the applicant and upon notification of approval by the Area 4 Agency on Aging shall be deemed incorporated into and become a part of this agreement; 4) the attached Assurance of Compliance (Form AOA-441) with the Department of Health, Education, and Welfare Regulation issued pursuant to Title IV of the Civil Rights Act of 1964 applies to this proposal as approved; and 5) funds awarded by the Area Agency may be terminated at any time for violations of any terms and requirements of this agreement.

Micro Fiched

Edward M Curley

Signature

4-2-75

Date

FORM 4 - 14

AREA 4 FISCAL OFFICE PROCESSING

SECTION III -- ESTIMATED PROGRAM BUDGET

BUDGET FORMAT	ACTIVITY B/C COORDINATION & POOLING	ACTIVITY D INFORMATION & REFERRAL	ACTIVITY E OUTREACH	ACTIVITY F TRANS-PORTATION	TOTAL
	$	$	$	$	$
Personnel					
Salaries (attach list by type/salary rate)		767	307		
Fringe Benefits		45	18		
Contract Consultants					
Contract Services		8,919			
Volunteer Services					
Building Space					
Rental					
Use Allowance/Depreciation					
Equipment (Identify)					
Purchases		300			
Rental		1,860			
Printing & Expendable Office Supplies	60	151			
Communication & Utilities	60	180			
Travel				2,510	
Local					
Other					
Liability Insurance					
Other Costs (itemize)					
Audit Expense					
Indirect Cost _____% (1)					
TOTAL SPENDING BUDGET	$ 120	$ 12,222	$ 325	$ 2,510	$ 15,177
LESS PROGRAM INCOME	0	0	0	0	0
NET SPENDING BUDGET	$ 120	$ 12,222	$ 325	$ 2,510	$ 15,177
LESS 10% CASH OR IN-KIND AGENCY CONTRIBUTION	0	2,852	325	0	3,177
NET TITLE III FEDERAL FUNDING	$ 120	$ 9,370	$ 0	$ 2,510	$ 12,000

(1) Indirect cost rates are permitted and are limited to an 8% rate. When an indirect rate is used, no direct cost can be claimed for building space, communications, utilities, printing,

Micro Fiched

FORM 4 - 15

SECTION IV -- ESTIMATED CONTRIBUTION OF GRANTEE

SOURCE		AMOUNT
A. CASH OR EQUIVALENT (Equivalent includes Personnel, Communications and Utilities, Printing and Supplies costs)		$ 0
B. IN-KIND RESOURCES	SUB-TOTAL	3,177
	SUB-TOTAL	
	TOTAL	3,177

Micro Fiched

SECTION V -- ESTIMATED INCOME

SOURCE	AMOUNT
	$
TOTAL	0

FORM 4 - 16

SECTION VI -- ESTIMATED PROGRAM OUTPUT

1. Unduplicated number of older persons to be served directly 9,394
2. Unduplicated number of older low income persons to be served 1,612
3. Unduplicated number of older volunteers to serve project -
4. Unduplicated number of older persons to be reached through mass media -
5. Geographic area (Target Area) to be served Yolo County
6. Will project serve Target Area? yes x no ____
7. Service to be provided through: Senior Center ____ Day Care Center ____ Other x

Micro Fiched

8. Ethnic Compositon of Elderly to be served by project:

	Number
Negro/Black	105
Native American	-
Mexican American	1,001
Oriental	-
All others: Specify	8,288

9.

If more than one service or activity is proposed please list below	# of older persons served

10. List project's linkage with other programs serving the elderly.

NAME OF OTHER PROGRAMS	
EOC	Area 4
Yolo County Commission on Aging	Legal Center for the Elderly
Yolo County Health Department	Social Security Admin.
Yolo County Welfare Department	Yolo County Schools
Broderick Christian Center	Employment Development Depart.
Davis Senior Center	Transportation Advisory Committee
Yolo County Library	
Mexican-American Concilio of Yolo County	

NOTE: Section VII should be completed on separate sheets in accordance with instructions included in guide prior to submittal to the Area Agency.

RECEIVED
JUL 17 1975
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

AGREEMENT NO. 75-175

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO MANPOWER AGENCY
MODIFICATION OF SUB-GRANT
CETA TITLE II

FILED
JUL 17 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers Deputy

Sub-Grantee Name
Winters Joint Unified School District

Address
47 Main Street

Micro Fiched

City
Winters, CA

Phone:
(916) 795-4588

Program Director

Date of Modification
June 30, 1975

The Sub-Grant between the parties, Yolo County Agreement No. 75-42 is hereby modified as follows:

1. Net amount of funds affected by this modification: additional increase ~~decrease~~ of $ 700.00 for one position only.
2. The grant period originally starting on January 1,1975 and ending on June 30, 1975 is hereby modified to end on July 31, 1975.
3. The current schedule of position listings is modified by the addition of the positions set forth in Modification to Schedule of Position Listings attached hereto marked Exhibit "A".
4. This modification is effective on the Date of Modification set forth above.

WINTERS JOINT UNIFIED SCHOOL DISTRICT
(Legal Name of Sub-Grantee)

(Signature of Authorized Officer)

JAMES N. BERNARDY, SUPERINTENDENT
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency

Betsy A. Marchand

BETSY A. MARCHAND, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Barbara A. Rodgers DEPUTY

(SEAL)

XEROX COPY

SX-52

June 30, 1975

CETA II

WINTERS JOINT UNIFIED SCHOOL DISTRICT
LISTING OF ADDITIONAL POSITION

Gardener/Groundsman	$ 700.00	Micro Fiched

RECEIVED
AUG 13 1975
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

AGREEMENT NO. 75-176

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO MANPOWER AGENCY
MODIFICATION OF SUB-GRANT
CETA TITLE II

FILED
AUG 13 1975
LAURENCE P. HENIGAN, Clerk
By Earlene A. Rodgers Deputy

Sub-Grantee Name
City of Davis

Address

City
Davis, CA 95616

Phone:

Micro Fiched

Program Director

Date of Modification
June 30, 1975

The Sub-Grant between the parties, Yolo County Agreement No. 75-58 is hereby modified as follows:

1. Net amount of funds affected by this modification: additional increase of $ 2,900.00 for four positions only.

2. The grant period originally starting on September 1, 1974 and ending on June 30, 1975 is hereby modified to end on July 31, 1975.

3. The current schedule of position listings is modified by the addition of the positions set forth in Modification to Schedule of Position Listings attached hereto marked Exhibit "A".

4. This modification is effective on the Date of Modification set forth above.

(Legal Name of Sub-Grantee)

Joan G. Gaulac
(Signature of Authorized Officer)

Edward P. Pecci
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency

Betsy A. Marchand
BETSY A. MARCHAND, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Earlene A. Rodgers DEPUTY

SX-52

(SEAL)

June 30, 1975

CETA II

CITY OF DAVIS

LISTING OF ADDITIONAL POSITIONS

Maintenance	$ 750.00
Maintenance	750.00
Custodian	750.00
Typist	650.00
Total additional funding	$2,900.00

Micro Fiched

RECEIVED
JUL 24 1975
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

AGREEMENT NO. 75-177

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO MANPOWER AGENCY
MODIFICATION OF SUB-GRANT

CETA TITLE II

FILED
JUL 24 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

Sub-Grantee Name
City of Woodland

Address

Micro Fiched

City
Woodland, CA

Phone:

Program Director

Date of Modification
June 30, 1975

The Sub-Grant between the parties, Yolo County Agreement No. 75-50 is hereby modified as follows:

1. Net amount of funds affected by this modification: additional increase ~~decrease~~ of $ 800.00 for one position.

2. The grant period originally starting on September 1, 1974 and ending on June 30, 1975 is hereby modified to end on July 31, 1975.

3. The current schedule of position listings is modified by the addition of the positions set forth in Modification to Schedule of Position Listings attached hereto marked Exhibit "A".

4. This modification is effective on the Date of Modification set forth above.

City of Woodland
(Legal Name of Sub-Grantee)

Thos. A. Peterson

(Signature of Authorized Officer)

Thomas A. Peterson, City Manager
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency

Betsy A. Marchand

BETSY A. MARCHAND, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Barbara Rodgers DEPUTY

(SEAL)

SX-52

June 30, 1975

CETA II

CITY OF WOODLAND
LISTING OF ADDITIONAL POSITION

Micro Fiched

Groundsman	$ 800.00

AGREEMENT — APPROVED BY THE ATTORNEY GENERAL

Book

☐ *CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER
☐
☐
☐

MENT, made and entered into this [illegible] day of [illegible], 19[illegible], California, by and between State of California, through its duly elected or appointed, acting

ACTING FOR STATE	AGENCY	NUMBER
[illegible]	Department of California Highway Patrol	[illegible]

the State, and

[illegible], Sheriff's Office, Civil Division, Post Office Box 170, Woodland, CA 95695

Contractor.

That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the e expressed, does hereby agree to furnish to the State services and materials, as follows:

(Services rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

ontractor agrees to establish an abandoned vehicle abatement program n cooperation with the California Highway Patrol, and in compliance ith the California Vehicle Code Sections 22660 and 22710.

Micro Fiched

ontractor agrees to furnish personnel and services necessary for the batement of abandoned vehicles located within their jurisdiction. Abandoned Vehicles" are those as described in the "California Admin- rative Code," subject to the condition that priority shall be given o the abatement of abandoned vehicled from corridors of the State ighway System, from public lands and parks, and from river and wild- ike areas.

ontractor further agrees to maintain a record of each vehicle abated nd to maintain such record for a period of three (3) years from the ermination date of this agreement. Such records shall be made avail- le for examination by the California Highway Patrol or its authorized epresentatives at any time during that period.

on the reverse side hereof constitute a part of this agreement.

ESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
Department of California Highway Patrol	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.)
BY (AUTHORIZED SIGNATURE) [illegible]	BY (AUTHORIZED SIGNATURE) [illegible]
[illegible] Officer	TITLE [illegible]
[illegible] SHEETS, EACH BEARING NAME OF CONTRACTOR)	ADDRESS [illegible] Civil Division, Post Office Box 170, Woodland, C

Write in This Space

AMOUNT OF THIS ESTIMATE	APPROPRIATION		FUND
$ [illegible]	Abandoned Vehicle Trust Fund		[illegible]
UNENCUMBERED BALANCE	ITEM / CHAPTER	STATUTES	FISCAL YEAR
$	4)	1973	1975/76
ADJ. INCREASING ENCUMBRANCE $	FUNCTION		
ADJ. DECREASING ENCUMBRANCE $	LINE ITEM ALLOTMENT		

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO	B.R. NO

SIGNATURE OF ACCOUNTING OFFICER ► [illegible] — DATE [illegible]

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1201.13 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY ► [illegible] — DATE [illegible]

FILED
NOV 17 1975
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

EAP

RECEIVED
NOV 17 1975
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

4. Contractor agrees to furnish to the California Highway Patrol calendar year quarterly reports summarizing its abatement activities. Forms shall be provided by the California Highway Patrol, and reports shall be submitted to the California Highway Patrol, 2611 - 26th Street, Sacramento, CA 95818, not later than ten (10) days following the last day of the quarter to be covered.

5. The term of this agreement is July 1, 1975 through June 30, 1976 except that it shall not be effective until signed by both parties, approved by the Department of General Services, Legal Office, when applicable, and until a resolution has been adopted covering said agreement.

Micro Fiched

6. This agreement may be cancelled by either party upon thirty (30) days prior written notice. Contractor agrees to perform no further services upon notice of such cancellation and to forward invoices for reimbursement within ten (10) days covering services performed up to the date of such cancellation.

7. The attached Form 3, Fair Employment Practices Addendum, is incorporated into and made by reference a part hereof.

8. For the purposes of this agreement the contractor estimates that approximately Thirty (30)
abandoned vehicles will be abated during the term hereof.

9. Based upon the total amount of this agreement the average rate per vehicle shall be Twenty-five Dollars ($25.00)
The total amount of this agreement shall not exceed Seven Hundred Fifty Dollars ($750.00)
during the term hereof.

10. State agrees to pay contractor monthly in arrears and upon submission of an itemized invoice indicating the actual number of abandoned vehicles abated during that period. Payment shall be made from funds appropriated to the Department of California Highway Patrol and subject to the fiscal procedures of the State of California.

11. This agreement may be amended by the mutual consent of the parties hereto.

I hereby certify that all conditions for exemption have been complied with and this contract is exempt from the Department of General Services' approval.

"I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1009 have been complied with and this document is exempt from review by the Department of Finance."

George M. Seliet

RECEIVED
JUL 2 1975
LAURENCE P. HENSON, Clerk
By _____ Deputy

FILED
JUL 3 1975
LAURENCE P. HENSON, Clerk
by Barbara A. Rodgers Deputy

BK

AGREEMENT NO. 75-179

(Agreement to Provide Appraisal and Assessment Services)

THIS AGREEMENT made and entered into this 7th day of July, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and LONELL E. GARRISON, hereinafter called CONTRACTOR,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY has been notified that the services heretofore rendered by the State Board of Equalization, free of cost to the County, in providing appraisal and assessment of dry gas wells in Yolo County is no longer available.
2. There are a number of such dry gas wells in Yolo County which must be appraised and assessed in order that they bear an equitable portion of the Yolo County tax burden.
3. It is necessary that a qualified petroleum engineer with a thorough knowledge of dry gas well appraisal techniques be utilized for purposes of appraising and assessing such wells, and the Yolo County Assessor's office is presently without a member of its staff so qualified.
4. CONTRACTOR is a 1954 graduate of the University of California, trained in the science of Geology, is a registered geologist and is experienced in the field of Petroleum Geology, particularly in dry gas well appraisal and assessment.
5. COUNTY desires to obtain, and CONTRACTOR desires to provide appraisal and assessment services with respect to producing properties located in the County of Yolo.

AGREEMENTS:

1. In accordance with the terms and conditions of this agreement, CONTRACTOR agrees to provide COUNTY the following appraisal,

assessment and related services to assist the duly elected Assessor in the County of Yolo in properly assessing such property:

A. Accumulate and interpret reserve, production, contractual, and performance data on each of the gas wells found within the confines of Yolo County. The data and interpretations to be derived from the dry gas well property statements and other information.

Micro Fiched

B. To visit operators as necessary, including once a year with at least the large operators, expenses and travel allowances to be borne by CONTRACTOR.

C. Determine reserves remaining for the tax year of each well which, for appraisal purposes, may be combined into a field or unit. Such determination to be based on volumetric or pressure/cumulative studies either originally, or as a check against the operator's figures.

D. On the basis of 1) remaining reserves, 2) contractural or physical rate of take, and 3) expected decline, appraise the properties on an income/net present worth approach. All discount rates used are to accurately reflect the tax rate in the code areas involved.

E. CONTRACTOR to make his appraisals by offsetting equipment values against the mineral values and putting the appraisals to parcels.

F. CONTRACTOR shall calculate the assessed value of the above taxable property.

G. Prepare a report including the following: i) cross references to field and operator summaries, ii) appraisal by parcel sheets, iii) appraisal calculations, iv) all pertinent geologic and reservoir engineering charts, and v) report to be indexed.

H. The above referenced shall be delivered to the Assessor's

Office no later than June 15th.

I. Whenever requested, at no additional cost to COUNTY, to represent the Assessor at the Petroleum Advisory Subcommittee meeting, and make such additional occasional written reports.

Micro Fiched

J. Maintain current at all times, the required information and data by keeping records of newly completed wells and monthly production in Yolo County.

K. Represent the Assessor in defense of any appraisal in sampling by State Board of Equalization, or challenge by the taxpayer, before the County Board of Equalization.

L. Maintain at all times the highest of ethical and professional standards.

2. In accordance with the terms and conditions of this Agreement, COUNTY agrees as follows:

A. To pay CONTRACTOR a flat fee for services rendered pursuant to this Agreement, in the amount of TWO THOUSAND SEVEN HUNDRED FIFTY ($2,750) DOLLARS.

B. That the fee above mentioned shall be paid on or before July 31st of the year covered by this contract.

3. IT IS MUTUALLY AGREED THAT:

A. The term of this Agreement shall commence on July 1, 1975 and shall be renewed automatically for additional renewal terms of one year each, unless notice of non-renewal is given in writing by either paarty at least thirty (30) days prior to the expiration of each term or renewal.

B. In the performance of the work, duties and obligations devolving upon him under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor, practicing his profession of Petroleum Consultant. CONTRACTOR agrees to perform his work and functions at all times in strict accordance with currently approved methods and

practices in his profession, and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

Micro Fiched

C. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and executed by the parties hereto.

D. Services have been rendered by CONTRACTOR in contemplation of payment of said sum.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betty A. Marshall
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENICAN, CLERK

BY Barbara A. Rodgers
DEPUTY

(SEAL)

Lowell E. Garrison
LOWELL E. GARRISON

YOLO COUNTY AGREEMENT NO. 75-131

Book

UNIVERSITY OF CALIFORNIA, DAVIS

BERKELEY • DAVIS • IRVINE • LOS ANGELES • RIVERSIDE • SAN DIEGO • SAN FRANCISCO SANTA BARBARA • SANTA CRUZ

FINANCIAL AID OFFICE
SOUTH HALL
DAVIS, CALIFORNIA

May 5, 1975

FILED
JUL - 7 1975
LAURENCE P. KEMMAN, Clerk
By Barbara A. Rodgers
Deputy

TO: COLLEGE WORK-STUDY EMPLOYERS

As you know, your agreement to participate in our College Work Study Program expires June 30, 1975. If you would like to extend this agreement, please sign the form below and return it to Dr. Allen G. Marr, Dean, Graduate Studies and Research, University of California, Davis, California 95616.

Micro Fiched

We appreciate your participation in the Work Study Program. The cooperation of employers like yourself enables many needy students to pursue their college educations. We look forward to working with you for another year.

Sincerely,

Linda Alexander

FINANCIAL AID OFFICE
Linda Alexander
Work Study Coordinator

Reference is made to the Agreement between YOLO COUNTY PUBLIC DEFENDER and the Regents of the University of California, relative to the College Work Study Program agreement dated July 1, 1970. We wish to extend this agreement for one additional year, which would establish a termination date of June 30, 1976.

I understand that the employer's share of student wages for the 1975-76 fiscal year is 30% with the Federal government paying 70%.

Approved as to form
Legal Counsel of Yolo County
By [illegible]
Deputy

Allen G. Marr
Dean, Graduate Studies and Research

MAY 6 1975

Betsy A. Marchand
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Address 725 COURT STREET
WOODLAND, CA 95695

July 7, 1975
Date

P 31

YOLO COUNTY ACCOUNT NO. 75-101

AUG - 6 1975

LAURENCE P. HENIGAN, Clerk

By Barbara Anderson

CONTRACT FOR AUDITING SERVICES

Micro Fiched

THIS CONTRACT, executed in quintuplicate, between the State Board of Equalization (hereinafter called the Board) and the County of YOLO (hereinafter called the County) is made pursuant to Government Code section 15624. It is the desire of the Board to furnish, and the County to receive, auditor and appraisal personnel to aid the County in making postaudits for purposes of property taxation.

IN CONSIDERATION of the following promises and conditions, the parties hereby agree:

1. THAT the Board, during the fiscal year ending June 30, 19 76, will furnish personnel to make postaudits of property of assessees mutually agreed on by the parties. All services hereunder will terminate on or before this date.

2. THAT County will pay the Board for services rendered and hereby warrants that funds are available from which payment may be made.

3. THAT this contract is subject to sections 8755 and 8756.1 of the State Administrative Manual, which sections are attached hereto and incorporated herein by reference.

4. THAT the Board will not provide, and the County will not pay for, services exceeding a maximum aggregate cost of $ 5,000. The Board makes no claim concerning, and is not responsible for providing, any minimum amount of service.

5. THAT the maximum set in paragraph 4 may be exceeded upon written agreement of the parties to the extent the County will warrant additional funds are available to pay for additional services.

6. THAT the Board will bill the County for services when an audit report is transmitted to the County. The County will pay promptly in accordance with its normal payment procedures.

7. THAT any information obtained by Board employees in the course of an audit is confidential information and remains confidential when turned over to the County. Such information shall not be disclosed except as provided by Revenue and Taxation Code sections 408 and 451.

8. THAT this contract may be terminated by either party by giving seven days' written notice. Notice may be served in person or by mail on the officers and at addresses shown below and is effective when received. During the seven-day period, the Board may continue with audits then in progress, but shall not begin new ones.

IN WITNESS WHEREOF, we set our hands this 7th day of July, 19 75.

COUNTY OF YOLO
725 Court Street
Address Woodland, CA 95695

By [signature]
CHAIRMAN, BOARD OF SUPERVISORS,
Title COUNTY OF YOLO, STATE OF CALIFORNIA

STATE BOARD OF EQUALIZATION
1020 N Street,
Sacramento, California 95814

By [signature]
Executive Secretary

XEROX COPY

I certify that all conditions for exemption set forth in the State Administrative Manual section 1201.13 have been complied with and this contract is exempt from review by the Department of Finance.

Executive Secretary

RECEIVED
AUG - 6 1975
LAURENCE P. HENIGAN, Clerk
By
Deputy

Approved as to Form
Dated
By [signature]
Deputy County Counsel of Yolo County

PT-47 REV. 1 (5-69)

FILED (19)
JUL - 7 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

Agreement No. 75-182

Woodland, California

Micro Fiched

July 7, 1975

CALIFORNIA KAPPA CHAPTER OF SIGMA ALPHA EPSILON, a corporation
GRANTOR

RIGHT OF WAY CONTRACT
COUNTY HIGHWAY

Document No. 75-17 in the form of a Grant Deed, covering the following described property:

BEGINNING at a point on the Easterly line of the "OLD COUNTY ROAD" which runs along the Westerly line of the Northwest one-quarter of Section 18, Township 8 North, Range 2 East, M.D.B.&M., said point being marked by a 6" x 6" concrete monument set by the California State Highway Department for the point of curve to the right of way line; thence following said right of way line in a general Northeasterly direction along a circular curve of radius 169.00 feet and central angle of 91° 15' to another 6" x 6" concrete monument set on the point of curve by the California State Highway Department; thence following the Southerly line of the State Highway, South 38° 45' East 178.6 feet; thence South 1° 17' West 345.5 feet to and including a 22" x 22" concrete monument, set to mark the Southeast corner boundary between the lands of Etta P. Kinneberg and M. J. Kinneberg, and that of H. C. Kunze; thence North 89° 57' West 345.5 feet to a point on the Easterly line of the said aforementioned "OLD COUNTY ROAD"; thence along said Easterly line North 0° 3' East 178.6 feet to the point of beginning. Being a portion of the Northwest one-quarter of Section 18, Township 8 North, Range 2 East, M.D.B.&M.

SAVE AND EXCEPT that portion constituting the present State Highway right of way running through and lying within the bounds of above described property said right of way consisting of .97 acres, more or less.

EXCEPTING THEREFROM all that portion lying Southeasterly of the Southerly line of the State Highway.

has been executed and delivered to Lloyd H. Roberts, Director of Public Works of the County of Yolo.

In consideration of which, and the other consideration hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement.

The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligations or claims on this account, or on account

of the location, grade and construction of the proposed public improvement.

Micro Fiched

II. The County shall:

A. Pay the undersigned grantor the sum of $200.00 for the property as conveyed by Grant Deed No. 75-17 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements and leases recorded and/or unrecorded.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Dated: June 2, 1975

CALIFORNIA KAPPA CHAPTER OF SIGMA ALPHA EPSILON, a corporation

By [signature]

By [signature]

RECOMMENDED FOR APPROVAL

By [signature]

[signature]
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO
STATE OF CALIFORNIA

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

Approved as to Form
Date [illegible]
[illegible]
County Counsel of Yolo County

STATE OF CALIFORNIA

County of Yolo } ss.

On the 2nd day of June in the year one thousand nine hundred and seventy-four

before me, Isabelle Dolan a Notary Public in and for the

County of Yolo, State of California, residing therein, duly commissioned and sworn, personally appeared ROBERT HARTZELL and WESLEY V. KEIFF

known to me to be the PRESIDENT AND BOARD MEMBER

of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

Isabelle Dolan

Notary Public in and for the County of Yolo State of California.

My Commission Expires May 15, 1974

CORPORATION

FILED

JUL - 7 1975

LAURENCE P. HENIGAN, Clerk

By Barbara Rodgers Deputy

(30)

Agreement No. 75-183

Woodland, California

July 7, 1975

WILLIAM O. RUSSELL, JR. and CHARLOTTE RUSSELL HAM
Grantors

Micro Fiched

RIGHT OF WAY CONTRACT
COUNTY HIGHWAY

Document No. 75-19 in the form of an Easement Deed covering the following described property:

Parcel 1

A parcel of land being a portion of Parcel 3, as said Parcel 3 is delineated and so designated on that certain map of the F. E. Russell Lands, on file in the Office of the Recorder of the County of Yolo, in Book 4 of Maps and Surveys at Page 77, said portion of Parcel 3 being more fully described as follows:

BEGINNING at the Northeast corner of fractional Section 15, Township 8 North, Range 1 East, M.D.B.&M.; thence South 84°18'00" West 445.31 feet; thence South 88°00'00" West, 174.00 feet; thence South 83°30'00" West 998.96 feet; thence North 89°52'00" West 1237.74 feet; thence South 00°29'30" East, 25.00 feet to the Southerly right of way line of County Road Number 32; THE TRUE POINT OF BEGINNING; THENCE North 89°52'00" West 25.00; thence South 86°28'17" West 125.26 feet; thence North 89°52'00" West 1508.55 feet along a line parallel with and 8.00 feet Southerly of the Southerly right of way line of County Road Number 32; thence North 00°08'00" East 8.00 feet to the Southerly right of way line of County Road Number 32; thence along said Southerly right of way line the following two (2) courses: 1) North 89°52'00" West 90.00 feet, 2) North 46°24'00" West, 384.97 feet; thence South 43°36'00" West 35.00 feet; thence South 46°24'00" East 377.12 feet; thence South 89°52'00" East 1778.54 feet; thence North 00°29'30" West 20.00 feet to the true point of beginning.

Containing 0.827 acres.

has been executed and delivered to Lloyd H. Roberts, Director of Public Works of the County of Yolo.

In consideration of which, and the other consideration hereinafter set forth, it is mutually agreed as follows;

I. The parties have herein set forth the whole of their agreement.

The performance of this agreement constitutes the entire

consideration for said document and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County shall:

Micro Fiched

A. Pay the undersigned grantors the total sum of $3,232.00 to be allocated as follows:

1. The sum of $1,654.00 as consideration for the right of way granted by Easement Deed No. 75-19 (Parcel 1 hereinabove described) within sixty (60) days after date Easement Deed No. 75-19 is deposited in escrow for the County of Yolo.

2. The sum of $1578.00 as severance damages for Parcel 2 (hereinafter described) and grantors remaining property.

This transaction will be handled through an escrow number 69295 with Western Title Guaranty Company in Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefor.

C. During construction of this project (known as County Road 32 Bicycle Path, Work Order No. 5237) and prior to completion the County will:

1. Construct concrete farm equipment crossings at the following locations:

Engineer's Station	Width
231 + 50 Left	25'
249 + 00 Left	35'

2. Install 20 feet of 24" C.S.P. left of

.....

.....

Engineers Station 247 + 80 from existing irrigation diversion box to the South under proposed bicycle path in a manner and location approved by J. H. Meek, lessee of Grantor.

Micro Fiched

D. County hereby agrees to bear the cost and expense of maintenance, clean up and repair of the bicycle path on the land covered by the Easement Deed and this Right of Way Contract.

E. County hereby agrees to indemnify and hold Grantor harmless from any and all liability for injury and damage to anyone who uses said bicycle path when such injury or damage shall result from, arise out of, or be attributable to any construction, maintenance, or repair of said bicycle path undertaken pursuant to this agreement.

County shall compensate Grantor for damage to Grantor's property when such damage shall result from, arise out of, or be attributable to any construction, maintenance, or repair of said bicycle path undertaken pursuant to this agreement.

F. County hereby agrees to compensate Jack Meek, lessee of Grantor, for damage to the growing wheat crop within the herein described Parcels 1 and 2 if the County or its Contractor enters upon Parcels 1 and 2 prior to the harvest of the wheat crop.

III. Grantor hereby agrees to permit County or its Contractor to enter upon the lands of the Grantor as may be necessary to accomplish the work as described in C above.

IV. During construction of this project (Known as County Road 32 Bicycle Path, Work Order No. 5237) grantors hereby agree to permit County or its Contractor to enter upon the following described land:

Parcel 2

A parcel of land being a portion of Parcel 3, as said Parcel 3 is delineated and so designated on that certain map of the F. E. Russell Lands, on file in the Office of the Recorder of the County of Yolo, in Book 4 of Maps

and Surveys at Page 77, said portion of Parcel 3 being more fully described as follows:

BEGINNING at the Northeast corner of fractional Section 15, Township 8 North, Range 1 East, M.D.B.&M.; thence South 84°18'00" West 445.31 feet; thence South 88°00'00" West 174.00 feet; thence South 83°30'00" West 538.96 feet; thence North 89°52'00" West 1237.74 feet; thence South 00°29'30" East 25.00 feet to the Southerly right of way line of County Road Number 32; thence North 89°52'00" West 25.00 feet along said Southerly right of way line to THE TRUE POINT OF BEGINNING; THENCE continuing North 89°52'00" West 1633.55 feet along said Southerly right of way line; thence South 00°08'00" West 8.00 feet; thence South 89°52'00" East 1508.55 feet along a line parallel with and 8.00 feet Southerly of said Southerly right of way line of County Road Number 32; thence North 86°28'17" East 125.26 feet to the true point of beginning.

Micro Fiched

Containing 0.289 acres.

as may be necessary for the purpose of constructing a bicycle path within the property as described by Easement Deed No. 75-19. This permission shall terminate upon acceptance of this project by the County.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

William O. Russell Jr.

Charlotte Russell Hann

GRANTORS

Dated: June 16, 1975

Recommended for Approval

By _____

Bobby A Marchmont

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Approved as to Form

Dated _____

County Counsel of Yolo County

Contract No. DR/COD-OJT 4939

FILED
OCT - 2 1975
LAWRENCE P. HENIGAN, Clerk
By Paula C. Conrad
Deputy

CONTRACT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF REHABILITATION
AND THE

The County of Yolo

YOLO COUNTY
AGREEMENT NO. 75-184

DEPARTMENT OF REHABILITATION (DR)/CAREER OPPORTUNITIES DEVELOPMENT (COD)-
ON-THE-JOB TRAINING (OJT)

The following contract between the State Department of Rehabilitation

Micro Fiched

HEREINAFTER known as the DEPARTMENT, and County of Yolo,

the Training Agency, HEREINAFTER known as the CONTRACTOR, provides for the

following training assignment Equipment Service Man for
Job Title

DEPARTMENT'S client Timothy Dobkins.
Name

The client will receive this training beginning August 1, 1975 and
Date

ending June 30, 1976. The total wages and fringe benefits payable under
Date

this assignment shall not exceed $ 8200.00.

NARRATIVE

(Follow Guidelines in the Rehabilitation Services Manual Section 14.1250)

The following is a summary of the important facts of the training agreement:

A. Vocational Objective: Equipment Service Man. Definitions: Under general supervision, to service County cars, trucks, and equipment; to inspect, replace and repair all vehicle tires; and to do related work as required.

B. Training Subjects: Tim will be trained in the filling of gas tanks, adding and changing oil, filling batteries, changing oil filters, and lubricating cars and trucks. He will also be taught to inspect, change and repair tires, keep records of tires, tubes gasoline, oil and lubricants dispensed.

C. Supervision: Tim will be working under the direct supervision of the shop forman, Ray Sanders, who will observe and assist Tim in learning the above.

D. Hours: Tim will work 40 hours per week, starting and quitting times, lunch hour and break periods in accordance with State regulations.

E. Fees: Mr. Dobkins will receive MTOT classification wage of $611.00 per month for the first six months and $662.00 for the last five months, plus 15% fringe benefits beginning 8-1-75 and ending 6-30-76. An authorization for $4400.00, 50% of the OJT subsidy, is being forwarded this date from the State Department of Rehabilitation, Sacramento District Office. An amount equal to this will be payable by the OJT fund 30%.

F. Pay: Mr. Dobkins will be paid salary on the MTOT classification of $611.00 per month for the first six months and $662.00 for the second five months, beginning 8-1-75 and ending 6-30-76.

Micro Fiched

G. Tools: Mr. Dobkins will be provided with whatever tools, manuals, etc. are necessary for appropriate training in this position.

H. Physical Limitations: Mr. Dobkins has no physical limitations. However, his disability would be such that situations requiring quick thinking and decision making under stress should be avoided. He works best in situations that are repetitive and that he feels comfortable in the knowledge of how the act would be completed.

I. Insurance: Mr. Dobkins will be covered by State Compensation Insurance Fund as any other civil service worker with the State of California.

K. Termination: There is no legally binding contract in the OJT, the arrangements may be modified or terminated whenever circumstances warrant.

L. Placement: This training program will assist in preparing Mr. Dobkins for the civil service position of Equipment Service Man. Mr. Dobkins is responsible for studying on his own any additional information which will be required in order to pass the examination for this position.

M. Counselor Supervision: I will remain responsible for supervising the client's training and continued counseling as needed. I will review the monthly progress reports and be in contact with Mr. Dobkins on a regular basis. Mr. Dobkins will also receive supportive counseling from the staff of the Department of Rehabilitation in the Sacramento District Office.

Training Plan:

1. County of Yolo will be responsible for conducting the on-the-job training program for Mr. Timothy Dobkins.

2. Mr. Ray Sanders will be training Mr. Dobkins for the position of Equipment Service Man. Mr. Sanders is an experienced shop forman and has oriented Mr. Dobkins toward the simple operating procedures and problem solving that is required for the job.

3. The specific duties Mr. Dobkins will learn to perform are the following: Filling gasoline tanks, adding and changing oil, filling batteries and changing oil filters, and lubricating cars and trucks. He will also learn to inspect, change and repair tires. He will learn to keep records of tires, tubes, gasoline, oil and lubricants dispensed.

4. Orientation: Mr. Dobkins has been participating in the Alternatives Program in Yolo County. He has as a part of this program been involved with the County Yard in the above type work for some months so he is familiar with the personnel and the instructor, Ray Sanders.

5. Mr. Dobkins meets all minimum requirements to fill the position except for the California operator's license which is being taken care of in a driver education program.

Micro Fiched

1. The DEPARTMENT shall refer individuals (trainees) to the CONTRACTOR who will consider them for employment.

2. The CONTRACTOR shall develop career plans for each participant which are consistent with the objectives of the Career Opportunities Development Program established pursuant to Division 4 of the Unemployment Insurance Code (commencing with Section 5200).

Micro Fiched

Enrollees covered under this contract will be assigned in training and development and will not fill any of the CONTRACTOR'S regularly budgeted positions during the time they are covered by the contract. Each participant, at the end of the contract period, will be moved by the CONTRACTOR into a position regularly budgeted by the CONTRACTOR, except as provided in Paragraph 4 herein. The CONTRACTOR will also provide the Department of Rehabilitation with written reports for the monitoring and evaluation of participant progress and effectiveness of the Career Opportunities Development Program.

3. The DEPARTMENT and the CONTRACTOR agree that the trainee will be trained under the following conditions:

   a. Will be in Career Opportunities Development class position Equipment Service Man;

   b. Will be in a Career Ladder with the following line of promotion including salaries and time frames:

4. The CONTRACTOR can terminate any participant in the Project in accordance with the CONTRACTOR'S practices and procedures in effect at the time of termination, but in such case the CONTRACTOR shall notify the DEPARTMENT prior to termination or notice of termination, whichever occurs first.

5. The CONTRACTOR shall provide supervision, materials, space, equipment and timely job instruction necessary for the operation of the Project.

6. The CONTRACTOR shall provide to the DEPARTMENT periodic progress reports, including the performance and accurate monthly attendance records of trainee as mutually agreed upon by the parties hereto.

7. The CONTRACTOR shall provide sanitation facilities in accordance with State and local sanitation codes.

8. The CONTRACTOR shall provide safety instructions and equipment to trainees which are necessary to establish reasonable protection against injury and damage. Where special clothing or equipment is provided to the CONTRACTOR'S regular employees, the CONTRACTOR shall provide the same type of clothing or equipment to the trainee.

9. The CONTRACTOR shall pay to all trainees on On-the-Job Training, a wage which shall at least be equal to the higher of the applicable State minimum wage or the prevailing wage for the work performed by the trainee.

10. The CONTRACTOR shall provide Workmen's Compensation coverage to all trainees while they are participating in On-the-Job Training so long as they are either on the premises of the CONTRACTOR or using equipment owned, leased or rented by the CONTRACTOR. In no case shall the Workmen's Compensation coverage provided such trainees be less than the coverage provided by the CONTRACTOR for its regular employees.

11. The CONTRACTOR has not and shall not reduce its level of expenditures for On-the-Job Training in any way as the result of this contract.

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12. The DEPARTMENT and the CONTRACTOR shall establish a plan for review and evaluation of the Project relative to achievement of the goals of the Project and the employment plan of the trainees.

13. The DEPARTMENT or its designee has reasonable access to, and the right to inspect all premises where trainees receive educational services and regular On-the-Job Training under this contract.

14. All jobs developed under this contract shall be for the work week, the hours, and the wages prevailing for similar public occupations by the same employer, but in no case shall wages be paid which are less than the amount required under Section 430(a)(5) of the Social Security Act.

15. The DEPARTMENT or its designee has the right to observe and monitor all the conditions and activities involved in the Project under this contract with prior permission of the CONTRACTOR. Such permission shall not be withheld unreasonably.

16. The CONTRACTOR shall maintain the confidentiality of any information regarding trainees or their immediate families which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Without permission of the DEPARTMENT, such information shall be divulged only as necessary for the performance or evaluation of this contract and to persons having responsibilities under the contract.

17. Conformity with Civil Rights Acts and Fair Employment - In principle and operation this cooperative agreement will comply with all Federal and State legislation regarding Civil Rights and Fair Employment Practices in regards to the applicants, clients, and employees. There will be no discrimination because of race, color, religion, ancestry, or national origin.

18. This contract may be terminated by either party upon 60 days notice in writing to the other party. The contract will be terminated sooner if funds are no longer available to the Department of Rehabilitation or State Personnel Board for the purposes of carrying out this Contract; but to the extent funds are granted for the completion of this contract by the Department of Rehabilitation and the State Personnel Board, such funds shall be allocated for the completion of this contract under the provisions of this contract.

19. The CONTRACTOR shall request reimbursement for trainee wage reimbursement including the costs of fringe benefits, by means of a DR 248 Claim For Tuition Invoice, together with a completed Payroll Report on forms supplied by the DEPARTMENT. The

19. Cont.

CONTRACTOR shall submit such invoices and payroll reports in triplicate to:

Department of Rehabilitation

Sacramento
District

723 "H" Street
Address

Micro Fiched

Attention: John McDonnell
Rehabilitation Counselor

IN WITNESS WHEREOF, this contract has been executed by and on behalf of the parties hereto this _____ day of the month of _____ in the year _____.

CONTRACT UNDER $5,000.00

CONTRACTOR

Signature of Vendor

COUNTY OF YOLO, STATE OF CALIFORNIA

Printed Name

Personnel Director
Title

/ Date

Yolo County Court House, Woodland, Calif.
Address

DEPARTMENT OF REHABILITATION

1. _____
Rehabilitation Counselor-Signature

2. R K Reardon
District Administrator-Signature

1. 7-11-75
Date

2. 6-25-75
Date

If total contract amount exceeds $5,000.00 additional signature is needed below:

APPROVED AS TO FORM
AUG 27 1975
COUNTY COUNSEL

Approved as to Form
Dated _____
County Counsel of Yolo County

Authorized Signature, Management Services

Title

714 P Street, 3rd Floor
Sacramento, California 95814

8-21-75
Date

To:

Auditor
Co. Counsel
Public Works
Keeper
State Dept. of Rehabilitation.

BOARD OF SUPERVISORS
Yolo County, California

Micro Fiched

Date: July 7, 1975
Entry No. 21

File:
PUBLIC WORKS- AGREEMENTS- with Dept. of Rehabilitation- for Employment of Timothy Dobkins.

SEE:
AGREEMENT BOOK NO. 29

MINUTE ORDER NO. 75-885 : APPROVED AGREEMENT NO. 75-184, BETWEEN THE COUNTY OF YOLO AND THE DEPARTMENT OF REHABILITATION, FOR THE EMPLOYMENT OF TIMOTHY DOBKINS IN THE YOLO COUNTY GARAGE, AND AUTHORIZED THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO SIGN THE AGREEMENT.

Upon motion of Supervisor Edmonds , seconded by Supervisor Duncan , and duly carried, the above Minute Order and Agreement were approved by the following vote:

Ayes: Duncan, Edmonds, Barton, Marchand.

Noes: None.

Absent: Supervisorial District No. 5 position is vacant.

I, LAURENCE P. HINIGAN, County Clerk and ex-officio Clerk of the Board of Supervisors, in and for the County of Yolo, State of California, do hereby certify the foregoing to be a full, true and correct copy of the Resolution or Minute Order made by the Board of Supervisors, as the same appears upon their minute book.
Witness my hand and seal of said Board of Supervisors affixed this 6th day of August, 1975
LAURENCE P. HINIGAN, County Clerk and Ex-Officio Clerk of the Board of Supervisors
By: Barbara Pedersen
Deputy

ORIGINAL

(26)

FILED
JUL - 7 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Bergen
Deputy

AGREEMENT NO. 75-185

(Radio Transmission Agreement)

Micro Fiched

THIS AGREEMENT made and entered into this 7th day of July, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and DAVIS AMBULANCE SERVICE, INC., a California corporation, hereinafter referred to as AMBULANCE,

W I T N E S S E T H:

RECITALS:

1. COUNTY holds an F.C.C. license to operate on the frequency of 155.235 mhz.
2. AMBULANCE desires to employ such frequency to make certain broadcasts under the County license.

AGREEMENTS:

1. In consideration for the covenants and agreements of AMBULANCE herein, COUNTY agrees as follows:
   A. To seek the consent of the F.C.C. to permit AMBULANCE to broadcast from a base station located at 2215 Covell Boulevard, Davis, California, under the license held by COUNTY for the purposes specified hereinafter only.
   B. Upon F.C.C. approval, to permit AMBULANCE to make such broadcasts in accordance with the terms and conditions of this agreement.
   C. The broadcasts referred to above to be made from the aforesaid base station shall be used solely for the transmission of messages pertaining to the safety of life and only for the purpose of communicating with ambulances on emergency runs.
2. In consideration for the covenants and agreements of COUNTY herein, AMBULANCE agrees as follows:

A. The use of the radio equipment at the aforesaid base station, insofar as transmission on the frequency specified above in the County-held license, shall be under the complete control of COUNTY.

Micro Filmed

B. COUNTY shall have unlimited access to the radio equipment insofar as the County-held frequency is concerned.

C. AMBULANCE shall undertake effective measures to prevent use of the radio equipment by persons unauthorized by either AMBULANCE or COUNTY.

D. Use of the County frequency shall be under the control of and in coordination with County Communications Dispatch Center.

3. IT IS MUTUALLY AGREED by the parties as follows:

A. The term of this agreement shall commence on receipt of the Federal Communications license and shall terminate upon thirty (30) days' notice in writing from one party to the other.

B. AMBULANCE shall indemnify and hold harmless COUNTY from and against all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting from broadcasting or performing any other act authorized by this agreement caused by any act or omission of AMBULANCE, its agents, employees or servants.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marshall
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara Rodgers
DEPUTY

(SEAL)

DAVIS AMBULANCE SERVICE, INC., a California corporation

BY _____
PRESIDENT

Micro Fiched

RECEIVED
AUG 12 1975
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

YOLO COUNTY AGREEMENT NO. 75-186

NONREFUNDABLE PAYMENTS AGREEMENT

FILED
AUG 12 1975
LAURENCE P. HENIGAN, Clerk
By Beatrice A. Rodgers Deputy

AGREEMENT made this 14th day of July, 19 75, by and between WASHINGTON WATER AND LIGHT COMPANY, a California Corporation, with its principal place of business and post office address at 1414 Markley Avenue, P.O. Box 427, West Sacramento, California, 95691 ("Utility" herein) and Yolo County Parks Department, with its principal place of business and post office address at 292 West Beamer, Woodland, Ca. 95695 ("Applicant" herein).

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W I T N E S S E T H :

WHEREAS, Utility is authorized by the Public Utilities Commission of the State of California ("Commission" herein) to provide public utility water service in the area hereinafter described as the "Premises," and

WHEREAS, Applicant is, concurrently with the execution of this Agreement, applying for water utility service, or applying for private fire protection service, under Utility's tariffs on file with the Commission, to [describe nature & location of premises] Broderick Boat Launching Facility, 99 4th Street, Broderick, California, in Yolo County, California, ("Premises" herein), which Premises have not previously been so served by Utility, or

WHEREAS, Applicant is engaged, or is about to engage, in construction upon, and/or development of lands owned or controlled by Applicant, known as [illegible] as described in Exhibit A attached hereto. in Yolo County, California, as more fully described on "Exhibit A" attached hereto and made a part hereof ("Premises" herein), and desires Utility to furnish water utility service to and within the Premises, and

Micro Fiched

WHEREAS, Utility is willing to so furnish water utility service and/or private fire protection service under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Utility shall provide water service and/or private fire protection service to and within the Premises in accordance with the terms, conditions, and provisions, of its tariffs, rules and regulations, and contracts filed with the Commission as changed, modified or added to by the terms, conditions, and provisions of this Agreement.

2. Applicant shall execute a main extension contract pursuant to Rule No. 15, "Main Extensions," of the Utility's tariffs on file with the Commission, with respect to the facilities and main extensions required to serve the Premises which are covered by said rule.

3. All water service, other than private fire protection service, rendered to or within the Premises shall be metered service.

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4. Applicant shall make nonrefundable payments to Utility in amounts determined in accordance with the "Schedule of Nonrefundable Payments" attached hereto as "Appendix 1" and made a part hereof, which payments shall be made in addition to the rates, charges, deposits, advances, contributions, and payments otherwise provided for in Utility's tariffs, rules and regulations, and contracts filed with the Commission.

5. The minimum nonrefundable capacity payment provided for in the aforesaid Schedule of Nonrefundable Payments will become due and payable upon the earlier of (i) execution of a main extension contract pursuant to the aforesaid Rule No. 15, or (ii) application to the Utility for water service to be provided to the Premises or any part thereof. The nonrefundable capacity payments in excess of the minimum capacity payment, will become due and payable as meters are installed to provide water service to the Premises or any part thereof.

6. The nonrefudable private fire protection service payments set forth in the aforesaid Schedule of Nonrefundable Payments will become due and payable upon the earlier of (i) execution of a main extension contract pursuant to the aforesaid Rule 15, or (ii) upon application to the Utility for private fire protection service.

7. Nonrefundable payments received by Utility under the provisions of Nonrefundable Payments Agreements will be accounted for in a special deferred credit account and identified for use in providing additional and/or expanded water production, treatment, storage, and major transmission facilities. Upon the construction of such facilities, the amount used therefore from the special deferred credit account shall be transferred to the contributions in aid of construction account.

Micro Fiched

8. Any balance remaining in the aforesaid special deferred credit account on December 31, 1990, will be refunded on a pro rata basis to and among all Applicants making payments to the Utility prior to said date, under Nonrefundable Payments Agreements; provided, however, that if on December 31, 1990, Utility has undertaken or committed itself to construction of additional and/or expanded water production, treatment, storage, and major transmission facilities which have not been completed as of that date, the date for determining the balance in said special deferred credit account which will be refunded, and the refunding thereof, will be extended until the date of completion of all such facilities and the amounts used therefore have been transferred to the contributions in aid of construction account. The making of such refunds pursuant to a refund plan approved by the Commission shall conclusively, completely, and finally terminate Utility's obligations and liability with respect thereto and Applicant shall have no further claim against or with respect to such funds.

9. In the event of a conveyance or lease by Applicant of all or any part of the Premises, Applicant, without in any way being relieved of any or all of its obligations hereunder, shall require that the grantee or lessee become obligated to Utility for the nonrefundable payments provided for in Paragraph 4 hereof, and shall require such grantee or lessee to acknowledge such obligation to Utility in writing in a form satisfactory to Utility's attorney.

Micro Fiched

10. Applicant shall file and record with all of the plats of the Premises which it files or records, and with each and every conveyance of all or portions of the Premises, liens and/or a covenant in a form satisfactory to Utility's attorney, subjecting the real property of the Premises to this Agreement, which covenant shall run with the land.

11. Applicant shall, at no cost to Utility, convey or cause to be conveyed to Utility by Warranty Deed, title to the land upon which facilities are required to be constructed by Utility to serve the Premises as described on "Exhibit B" attached hereto and made a part hereof. Applicant shall, at no cost to Utility, grant or cause to be granted to Utility, perpetual rights of way and easements in a form satisfactory to Utility's attorney, required by Utility for the construction, extension, operation, maintenance, repair, removal, and replacement of facilities and mains to provide water service to and within the Premises.

12. The failure of any party hereto to enforce any of the provisions of this Agreement or the waiver thereof in any instance by any party shall not be construed as a general waiver or relinquishment on its part of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.

Micro Fiched

13. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their heirs, executors, administrators, successors and assigns, provided, however, that Applicant may not assign this Agreement without the advance approval of Utility in writing.

14. Utility may record this Agreement or a memorandum thereof in accordance with the laws of the State of California.

15. This Agreement shall be subject to such approval of the Public Utilities Commission of the State of California as may be required.

16. This Agreement shall at all times be subject to changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WASHINGTON WATER AND LIGHT COMPANY

By W B Shelley
(Name and Title)

Micro Fiched

(APPLICANT)

By Betty A. Marchand
(Name and Title)

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

Note: The total amount of this contract is $7,875.00

Approved as to Form
Dated .....
County Counsel of Yolo County

SCHEDULE OF
NONRECURRING PAYMENTS

1. Capacity Payments: (a) The capacity payment will be determined by multiplying the following equivalent units for each meter serving the Premises by the factor set forth in Paragraph 1(b) of this schedule, subject to the minimum capacity payment set forth in Paragraph 1(c) of this schedule:

METER SIZE IN INCHES	RATED DELIVERY GALLONS PER MINUTE	EQUIVALENT UNIT
5/8 x 3/4	20	1
3/4	30	1.5
1	50	2.5
1-1/2	100	5
2	160	8
3	300	15
4	500	25
6	1000	50
8	1600	80

Micro Fiched

- Size meter requested

(b) The factor utilized in determining the capacity payments which become due and payable in the year 1974, is Five Hundred and Twenty-Five ($525.00) Dollars. Said factor will be increased annually by the same percentage of increase as reflected in the Handy-Whitman Index of Water Utility Construction Costs, Pacific Division, for Large Treatment Plant (331-332) as measured from January 1 of the previous year to January 1 of the current year.

(c) The minimum capacity payment will be determined by multiplying the acreage of the Premises to be served by Two Thousand Five Hundred ($2,500) Dollars, provided however that the minimum capacity payment will in no event be less than Two Thousand Five Hundred ($2,500) Dollars.

2. Private Fire Protection Service Payment: (a) The private fire protection service payments which become due and payable in the year 1974 are:

SIZE OF CONNECTION	PAYMENT FOR EACH CONNECTION
2"	$ 1,500
3"	2,800
4"	4,700
6"	9,400
8"	15,000
10"	30,000
12"	50,000

Micro Fiched

(b) The private fire protection service payments set forth in Paragraph 2(a) hereof will be increased annually by the same percentage increase as reflected in the Handy-Whitman Index of Water Utility Construction Costs, Pacific Division, for Distribution Mains - Average All Types (343) as measured from January 1 of the previous year to January 1 of the current year.

DESCRIPTION OF PREMISES

Description of Broderick Boat
Launching Facility

Micro Fiched

All those certain lots, pieces or parcels of land situate, lying and being in the Town of Washington and bounded and particularly described as follows: to wit:

North half of Block Forty (40) all in the Town of Washington, County of Yolo, State of California, known and described upon the official map of said town.

The above described property for the use of Levee and Road purposes of Supervisor District No. 1, Yolo County, California together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in any way appertaining, and the reversion and reversions, remainder and remainders, rents, uses and profits thereof.

DESCRIPTION OF LAND
TO
BE CONVEYED TO UTILITY

(Insert Description of Parcels or "None")

None

Micro Fiched

RECEIVED
AUG 14 1975
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

YOLO COUNTY AGREEMENT NO. 75-187

NONREFUNDABLE PAYMENTS AGREEMENT

FILED
AUG 14 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

AGREEMENT made this 14th day of July, 1975, by and between WASHINGTON WATER AND LIGHT COMPANY, a California Corporation, with its principal place of business and post office address at 1414 Markley Avenue, P.O. Box 427, West Sacramento, California, 95691 ("Utility" herein) and Yolo County [illegible] Library Micro Fiched with its principal place of business and post office address at Woodland, California 95695 ("Applicant" herein).

W I T N E S S E T H :

WHEREAS, Utility is authorized by the Public Utilities Commission of the State of California ("Commission" herein) to provide public utility water service in the area hereinafter described as the "Premises," and

WHEREAS, Applicant is, concurrently with the execution of this Agreement, applying for water utility service, or applying for private fire protection service, under Utility's tariffs on file with the Commission, to [describe nature & location of premises] County Library, Merkley Avenue, West Sacramento, in Yolo County, California, ("Premises" herein), which Premises have not previously been so served by Utility, or

WHEREAS, Applicant is engaged, or is about to engage, in construction upon, and/or development of lands owned or controlled by Applicant, known as [describe nature & location of area to be served or developed] Yolo County Library, in Yolo County, California, as more fully described on "Exhibit A" attached hereto and made a part hereof ("Premises" herein), and desires Utility to furnish water utility service to and within the Premises, and

Micro Fiched

WHEREAS, Utility is willing to so furnish water utility service and/or private fire protection service under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Utility shall provide water service and/or private fire protection service to and within the Premises in accordance with the terms, conditions, and provisions, of its tariffs, rules and regulations, and contracts filed with the Commission as changed, modified or added to by the terms, conditions, and provisions of this Agreement.

2. Applicant shall execute a main extension contract pursuant to Rule No. 15, "Main Extensions," of the Utility's tariffs on file with the Commission, with respect to the facilities and main extensions required to serve the Premises which are covered by said rule.

3. All water service, other than private fire protection service, rendered to or within the Premises shall be metered service.

Micro Fiched

4. Applicant shall make nonrefundable payments to Utility in amounts determined in accordance with the "Schedule of Nonrefundable Payments" attached hereto as "Appendix 1" and made a part hereof, which payments shall be made in addition to the rates, charges, deposits, advances, contributions, and payments otherwise provided for in Utility's tariffs, rules and regulations, and contracts filed with the Commission.

5. The minimum nonrefundable capacity payment provided for in the aforesaid Schedule of Nonrefundable Payments will become due and payable upon the earlier of (i) execution of a main extension contract pursuant to the aforesaid Rule No. 15, or (ii) application to the Utility for water service to be provided to the Premises or any part thereof. The nonrefundable capacity payments in excess of the minimum capacity payment, will become due and payable as meters are installed to provide water service to the Premises or any part thereof.

6. The nonrefudable private fire protection service payments set forth in the aforesaid Schedule of Nonrefundable Payments will become due and payable upon the earlier of (i) execution of a main extension contract pursuant to the aforesaid Rule 15, or (ii) upon application to the Utility for private fire protection service.

7. Nonrefundable payments received by Utility under the provisions of Nonrefundable Payments Agreements will be accounted for in a special deferred credit account and identified for use in providing additional and/or expanded water production, treatment, storage, and major transmission facilities. Upon the construction of such facilities, the amount used therefore from the special deferred credit account shall be transferred to the contributions in aid of construction account.

Micro Fiched

8. Any balance remaining in the aforesaid special deferred credit account on December 31, 1990, will be refunded on a pro rata basis to and among all Applicants making payments to the Utility prior to said date, under Nonrefundable Payments Agreements; provided, however, that if on December 31, 1990, Utility has undertaken or committed itself to construction of additional and/or expanded water production, treatment, storage, and major transmission facilities which have not been completed as of that date, the date for determining the balance in said special deferred credit account which will be refunded, and the refunding thereof, will be extended until the date of completion of all such facilities and the amounts used therefore have been transferred to the contributions in aid of construction account. The making of such refunds pursuant to a refund plan approved by the Commission shall conclusively, completely, and finally terminate Utility's obligations and liability with respect thereto and Applicant shall have no further claim against or with respect to such funds.

9. In the event of a conveyance or lease by Applicant of all or any part of the Premises, Applicant, without in any way being relieved of any or all of its obligations hereunder, shall require that the grantee or lessee become obligated to Utility for the nonrefundable payments provided for in Paragraph 4 hereof, and shall require such grantee or lessee to acknowledge such obligation to Utility in writing in a form satisfactory to Utility's attorney.

Micro Fiched

10. Applicant shall file and record with all of the plats of the Premises which it files or records, and with each and every conveyance of all or portions of the Premises, liens and/or a covenant in a form satisfactory to Utility's attorney, subjecting the real property of the Premises to this Agreement, which covenant shall run with the land.

11. Applicant shall, at no cost to Utility, convey or cause to be conveyed to Utility by Warranty Deed, title to the land upon which facilities are required to be constructed by Utility to serve the Premises as described on "Exhibit B" attached hereto and made a part hereof. Applicant shall, at no cost to Utility, grant or cause to be granted to Utility, perpetual rights of way and easements in a form satisfactory to Utility's attorney, required by Utility for the construction, extension, operation, maintenance, repair, removal, and replacement of facilities and mains to provide water service to and within the Premises.

12. The failure of any party hereto to enforce any of the provisions of this Agreement or the waiver thereof in any instance by any party shall not be construed as a general waiver or relinquishment on its part of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.

Micro Fiched

13. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their heirs, executors, administrators, successors and assigns, provided, however, that Applicant may not assign this Agreement without the advance approval of Utility in writing.

14. Utility may record this Agreement or a memorandum thereof in accordance with the laws of the State of California.

15. This Agreement shall be subject to such approval of the Public Utilities Commission of the State of California as may be required.

16. This Agreement shall at all times be subject to changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WASHINGTON WATER AND LIGHT COMPANY

Micro Fiched

By W B Stradley
(Name and Title)

(APPLICANT)

By Betsy A. Marchand
(Name and Title)

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

Note - The total amount of this contract is $4200.00. WBS

Approved as to Form
Dated
County Counsel of Yolo County

SCHEDULE OF
NONREFUNDABLE PAYMENTS

1. Capacity Payments: (a) The capacity payment will be determined by multiplying the following equivalent units for each meter serving the Premises by the factor set forth in Paragraph 1(b) of this schedule, subject to the minimum capacity payment set forth in Paragraph 1(c) of this schedule:

METER SIZE IN INCHES	RATED DELIVERY GALLONS PER MINUTE	EQUIVALENT UNIT
5/8 x 3/4	20	1
3/4	30	1.5
1	50	2.5
1-1/2	100	5
2	160	8
3	300	15
4	500	25
6	1000	50
8	1600	80

Micro Fiched

- Size meter requested

(b) The factor utilized in determining the capacity payments which become due and payable in the year 1974, is Five Hundred and Twenty-Five ($525.00) Dollars. Said factor will be increased annually by the same percentage of increase as reflected in the Handy-Whitman Index of Water Utility Construction Costs, Pacific Division, for Large Treatment Plant (331-332) as measured from January 1 of the previous year to January 1 of the current year.

(c) The minimum capacity payment will be determined by multiplying the acreage of the Premises to be served by Two Thousand Five Hundred ($2,500) Dollars, provided however that the minimum capacity payment will in no event be less than Two Thousand Five Hundred ($2,500) Dollars.

2. Private Fire Protection Service Payment: (a) The private fire protection service payments which become due and payable in the year 1974 are:

SIZE OF CONNECTION	PAYMENT FOR EACH CONNECTION
2"	$ 1,500
3"	2,800
4"	4,700
6"	9,400
8"	15,000
10"	30,000
12"	50,000

Micro Fiched

(b) The private fire protection service payments set forth in Paragraph 2(a) hereof will be increased annually by the same percentage increase as reflected in the Handy-Whitman Index of Water Utility Construction Costs, Pacific Division, for Distribution Mains - Average All Types (343) as measured from January 1 of the previous year to January 1 of the current year.

EXHIBIT A

DESCRIPTION OF PREMISES

Micro Fiched

All that real property situate, lying and being in the County of Yolo, State of California, more particularly described as follows:

Beginning at a point on the Southerly line of West Capitol Avenue, formerly California State Highway designated as Yolo, Route 6, Section C, that is situated South 73°45'30" West 400.00 feet from the point of intersection of the Southerly line of said West Capitol Avenue with the Westerly line of Merkley Avenue, formerly California State Highway, Yolo 99, B, said point being marked by a one inch iron pipe at the Northwesterly corner of the M. R. Peterson property as shown on the Record of Survey Map of Reed Orchard Co. & Environs which is recorded in Maps and Surveys Book 5, at page 44, in the office of the Yolo County Recorder; and extending thence from said point of beginning, along the Westerly line of said M. R. Peterson property, S. 16°14'30" E., 2-0.00 feet to the True point of beginning of this description; thence from said True point of beginning, along the Westerly line of said M. R. Peterson property, S. 16°14'30" E. 240.00 feet to the centerline of Merkley Avenue; thence along the centerline of said Merkley Avenue, S. 73°45'30" W., 150.00 feet; thence N. 16°14'30" W. 240.00 feet; thence parallel with said centerline of Merkley Avenue, N. 73°45'30" E., 150.00 to the True point of beginning of this description.

EXHIBIT B

DESCRIPTION OF LAND
TO
BE CONVEYED TO UTILITY

(Insert Description of Parcels or "None")

Micro Fiched

None.

RECEIVED
JUL 2 31975
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
JUL 2 31975
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 75- 188

(Agreement to Provide Physical Therapy Services)

THIS AGREEMENT made and entered into this 14th day of July, 1975, at Woodland, California, by and between the COUNTY OF YOLO, a political subdivision, hereinafter called COUNTY, and RONALD BROWN, R.P.T., hereinafter called THERAPIST,

W I T N E S S E T H:

Micro Fiched

I. This agreement governs the furnishing of the following therapeutic services:

A. Application of diagnostic and prognostic muscle, nerve, joint, and functional ability tests.

B. Treatment of patients to relieve pain, develop or restore function, and maintain maximum performance, using physical means such as exercise, massage, heat, water, light and electricity, including:

1) Direction and assistance of patients in active and passive exercise, muscle re-education, and gait and functional training, activities of daily living including transfer activities and prosthetic training.

2) Operation of equipment such as ultra-violet and infra-red lamps, low voltage generators, diathermy, and ultra-sonic machines.

3) Application of whirlpool and contrast baths and moist packs.

C. Observation, recording, and reporting to the physician, of the patient's reaction to treatment and any changes in the patient's condition.

D. Instruction of patients in care and use of wheelchairs, braces, crutches, canes, and prosthetic and orthotic devices.

III. COUNTY AGREES AS FOLLOWS:

A. To pay THERAPIST as full compensation for his services rendered at the rate of 60% of the gross billings originated by the Department of Physical Therapy each month.

B. To provide at Yolo General Hospital all office space, equipment and office supplies necessary for the provision of therapeutic services hereunder.

Micro Fiched

IV. IT IS MUTUALLY AGREED AS FOLLOWS:

A. In the performance of the work, duties and obligations devolving upon him under this agreement, THERAPIST is at all times acting and performing as an independent contractor practicing his profession of physical therapy. COUNTY shall not have nor exercise any control or direction over the methods by which THERAPIST shall perform his work and functions except that THERAPIST does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practices in his professional specialty and that the sole interest of COUNTY is to assure that said work and functions shall be performed and oendered in a competent, efficient and satisfactory manner.

B. COUNTY expressly agrees that the work of THERAPIST may be done by such assistant therapists as THERAPIST may employ, or associates or partners in practice with THERAPIST, so long as approval of COUNTY is obtained prior to such practice by assistant therapist or associates or partners.

C. Neither this agreement nor any rights created hereunder are assignable.

D. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings and agreements

not incorporated herein, and no alterations or variations of the terms hereof unless so made shall be binding on the parties.

E. The term of this agreement shall commence on July 1, 1975 and shall terminate on June 30, 1976. This agreement may be terminated by either party upon thirty (30) days' written notice to the other of intention to terminate.

F. This agreement supersedes Yolo County Agreement No. 69-343 and Agreement No. 74-173.

Micro Fiched

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara Rodgers
DEPUTY

(SEAL)

Ronald Brown RPT
RONALD BROWN, R.P.T.

(Endorsed) Filed SEP 18 1975
LAURENCE P. HENIGAN, Clerk
By PAULA C. CORRAL Deputy

AGREEMENT NO. 75-189

(Amendment to Agreement No. 73-23 as amended by Agreement Nos. 73-148 and No. 74-166 to Provide Physician Services)

THIS AGREEMENT made and entered into this 14th day of July, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and STANLEY SCHILLING, M. D., hereinafter referred to as PHYSICIAN,

Micro Fiched

W I T N E S S E T H:

WHEREAS, COUNTY and PHYSICIAN entered into Agreement No. 73-23 as amended by Agreement Nos. 73-148 and No. 74-166 to provide medical services to Yolo General Hospital; and

WHEREAS, COUNTY and PHYSICIAN desire to extend the term of said agreements;

NOW, THEREFORE, for and in consideration of the mutual agreements herein contained, IT IS UNDERSTOOD AND AGREED by and between the parties hereto as follows:

1. The term of said Agreement No. 73-23 as amended by Agreement Nos. 73-148 and No. 74-166 is hereby extended for the term of one (1) year commencing on the 1st day of July, 1975 and terminating on June 30th 1976.

2. In all other respects, the terms and conditions of said Agreement No. 73-23 as amended by Agreement Nos. 73-148 and No. 74-166 are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betty A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Paula C. Corral
DEPUTY

(SEAL)

Micro Fiched

ORIGINAL SIGNED BY- Stanley Schilling, M.D.
STANLEY SCHILLING, M.D.

AGREEMENT NO. 75-190
(Amendment to Agreement No. 73-24 as amended by Agreement Nos. 73-149 and No. 74-165 to Provide Physician Services)

Micro Fiched

THIS AGREEMENT made and entered into this 14th day of July, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and HOMER MATTHEWS, M. D., hereinafter referred to as PHYSICIAN,

W I T N E S S E T H:

WHEREAS, COUNTY and PHYSICIAN entered into Agreement No. 73-24 as amended by Agreement Nos. 73-149 and No. 74-165 to provide medical services to Yolo General Hospital; and

WHEREAS, COUNTY and PHYSICIAN desire to extend the term of said Agreement No. 73-24 as amended by Agreement Nos. 73-149 and No. 74-165;

NOW, THEREFORE. for and in consideration of the mutual agreements herein contained, IT IS UNDERSTOOD AND AGREED by and between the parties hereto as follows:

1. The term of said Agreement No. 73-24 as amended by Agreement Nos. 73-149 and 74-165 is hereby extednded for the term of one (1) year commencing on the 1st day of July, 1975 and terminating on June 30th, 1976.

2. In all other respects, the terms and conditions of said Agreement No. 73-24 as amended by Agreement Nos. 73-149 and No. 74-165 are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Bob A Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY_____
DEPUTY

(SEAL)

_____
HOMER MATTHEWS, M. D.

RECEIVED
JUL 24 1975
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

FILED (3)
JUL 24 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers Deputy

AGREEMENT NO. 75-191

(Agreement to Provide Pathologist Services)

THIS AGREEMENT made and entered into this 14th day of July, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and LESLIE B. HADFY, M. D., hereinafter called PATHOLOGIST,

W I T N E S S E T H:

Micro Fiched

WHEREAS, the County of Yolo requires the services of a Pathologist, and also professional guidance in the operation of the hospital laboratory; and

WHEREAS, the PATHOLOGIST is a duly qualified and licensed specialist; and

WHEREAS, the parties hereto are desirous of entering into this agreement in order to provide a full statement of their respective covenants and agreements in connection with the provision of pathologicial services at the County hospital and the provision of professional guidance in the operation of the hospital laboratory during term hereof,

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, it is understood and agreed by and between the parties hereto as follows:

FIRST: The PATHOLOGIST shall provide services in his professional specialty upon direction to do so by the Medical Director of COUNTY or the physician on call acting for the Medical Director for patients receiving treatment at Yolo General Hospital determined by COUNTY to be medically indigent.

SECOND: The PATHOLOGIST shall be on call for the performance of autopsies when required by the Medical Director or his designated representative.

THIRD: The PATHOLOGIST shall assist the Medical Director

in the technical operation of the hospital laboratory and set up procedural methods and standards for the laboratory, subject to review and approval by the Medical Director.

FOURTH: All non-medical personnel required for the proper operation of the hospital laboratory shall be selected and employed by the hospital; however, the PATHOLOGIST may be an additional member of the medical staff appointed to aid in the review of credentials in hiring of laboratory technicians.

Micro Fiched

FIFTH: The PATHOLOGIST shall be a member of the Medical Staff of Yolo General Hospital, subject to the Medical Staff By-Laws, Rules, and Regulations, and shall be granted such privileges as may be recommended by the Governing Board of the Hospital.

SIXTH: The COUNTY shall pay PATHOLOGIST as follows:

A. Compensation at the same rate PATHOLOGIST charges to Health Insurance for the Aged patients for services as a physician in his professional specialty rendered to persons determined by COUNTY to be medically indigent;

B. The sum of FOUR HUNDRED ($400) DOLLARS per month for assistance in the technical operation of the laboratory.

C. ONE HUNDRED ($100) DOLLARS per autopsy performed and report rendered.

SEVENTH: In the performance of the work, duties and obligations devolving upon him during this agreement, it is mutually understood and agreed that the PATHOLOGIST is at all times acting and performing as an independent contractor practicing his profession of medicine and surgery and specializing in pathology; that COUNTY shall neither have nor exercise any control or direction over the methods by which PATHOLOGIST shall perform his work and functions excepting that said PATHOLOGIST does by this agreement agree to perform his said work and functions at

all times in strict accordance with currently approved methods and practices in his professional specialty, and that the sole interest of the COUNTY is to assure that said pathological work and service shall be performed and rendered in a competent, efficient, and satisfactory manner. All applicable provisions relating to licensing and regulating of physicians and hospitals shall be fully complied with by all parties hereto.

Micro Fiched

EIGHTH: In the event there is any disagreement between PATHOLOGIST and the hospital, such disagreement shall be referred to the Executive Committee of the Yolo General Hospital Medical Staff for recommendation to the Governing Board whose action shall be final. COUNTY expressly agrees that the work of the PATHOLOGIST may be done by such assistant pathologists as the PATHOLOGIST may employ, or associates or partners in practice with PATHOLOGIST, so long as approval of the COUNTY is obtained prior to such practice by assistant pathologists or associates or partners. Nothing contained in this paragraph or in this agreement shall be construed to permit assignment by the PATHOLOGIST of any rights under this agreement and such assignment is expressly prohibited.

NINTH: Any of the matters of agreement herein contained may be altered from time to time by the written consent of the parties without in any way affecting the remainder.

TENTH: COUNTY shall permit PATHOLOGIST to provide services as a physician in his professional specialty to patients receiving treatment at Yolo General Hospital upon referral of a physician at Yolo General Hospital, and COUNTY shall perform clerical services for PATHOLOGIST including providing names, addresses, responsible parties, and insurance information; provided, however, COUNTY shall not be responsible for the collection of PATHOLOGIST's accounts for such services or for the accuracy of the information provided.

ELEVENTH: This agreement shall take effect and be in force on July 1, 1975 and shall terminate on June 30, 1976. This agreement may be terminated by either party upon thirty (30) days written notice to the other of intention to terminate.

TWELFTH: This agreement shall supersede any and all agreements heretofore entered into by the parties.

Micro Fiched

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsey C. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara Rodgers
DEPUTY

(SEAL)

Leslie B. Hadfy, M. D.
LESLIE B. HADFY, M. D.

RECEIVED
JUL 29 1975
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 75-192

FILED
JUL 29 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of July, 19 75, by and between

Teichert Construction Company

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

Micro Fiched

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

Omnibus Contract No. 11

A. C. overlay of portions of various County Roads

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

XEROX COPY

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Omnibus Contract No. 11

(Plan Index No. ---) (WO #4262)

Approved 6-11-75 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

Micro Fiched

ARTICLE II - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within thirty (30) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth: and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them,to wit:

Micro Fiched

Item No.	Description	Estimated Quantity	Unit Figures (In Figures)	Total Price (In Figures)
1.	Clearing & Grubbing	Lump Sum	L. S.	1,400.00
2.	Asphalt Emulsion	69 Tons	155.00	10,695.00
3.	Paving Asphalt	945 Tons	11.70	11,056.50
4.	Aggregate - A.C.	16,985 Tons	11.70	198,724.50
				221,876.00

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

(County Counsel) 7-29-75

COUNTY OF YOLO

BY Betsy A. Marchand
Chairman of the Board of Supervisors

ATTEST:

Laurence P. Henigan, Clerk

By Barbara Rodgers Deputy

Micro Fiched

BY TEICHERT CONSTRUCTION

Glenn V. Waters
District Manager
P. O. Box 150
Woodland, Calif. 95696
Contractor & Address

Licensed in accordance with an act providing for the registration of Contractors, License No. B .

YOLO COUNTY
AGREEMENT NO. 75-193

CONTRACT

FILED
SEP 24 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Barbosa

This Contract, made and entered into this 26th day of June, 19 75, in the State of California, by and between State of California, through its duly elected or appointed,

AGENCY
Dept. of Health Services, Department of Health
Yolo County Mental Health Services

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth services to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and such plans and specifications, if any.)

1. In that certain agreement between this Department and Yolo County Mental Health Services, dated September 30, 1974, and approved on December 20, 1974, by the Department of General Services, Amendment Number One (1) dated April 15, 1975, and approved on _____, by the Department of General Services.

2. Page 2, paragraph 2, Special Provisions, is further amended as follows:

Exhibit F Revised is substituted in place of, Exhibit F

Micro Fiched

XEROX COPY

Budget Officer
Rick McSmith

State of California
Office of Narcotics & Drug Abuse
915 Capitol Mall, Room 235
Sacramento, California 95814

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: Department of Health	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): Yolo County Mental Health Services
BY (AUTHORIZED SIGNATURE):	BY (AUTHORIZED SIGNATURE):
P: Samuel A. Yockey	P: Betsy A. Marchand
TITLE: for Chief, Financial M.H. Services	TITLE: CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA
(CONTINUED ON 1 SHEETS, EACH BEARING NAME OF CONTRACTOR)	ADDRESS: 201 West Beamer, Woodland CA 95695

APPROVED
SEP 3 1975
BY
Asst. Chief Counsel

AMOUNT OF THIS ESTIMATE	APPROPRIATION			FUND
$	Local Assistance			General
UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR
$	296(a)	375	74	74-75
ADJ. INCREASING ENCUMBRANCE $ 6,617.00	FUNCTION			
ADJ. DECREASING ENCUMBRANCE $	LINE ITEM ALLOTMENT 810-858-44-00			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO. | B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER: Blandina Sullivan | DATE: 6/30/75

I hereby certify upon my own personal knowledge that services have been rendered, or that the delivery has been made, or both, as indicated, and that this claim is correct and just.

SIGNATURE AND TITLE OF PERSON HEADING THIS AGENCY (OR DESIGNEE, PURSUANT TO SECTION 1 OF THE GOVERNMENT CODE) | DATE

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

Micro Fiche

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

RECEIVED
SEP 24 1975
LAURENCE P. HENIGAN, Clerk
By..... Deputy

3. Article II, Period of Performance, paragraph 1 is amended as follows:

The date September 30, 1975 is substituted in place of the completion date of June 26, 1975.

4. Article III, Compensation, Section A, Maximum Actual Cost, is amended as follows:

The amount $ 75,718 is substituted in place of the amount $ 40,501.00 .

5. Article III, Section B, Paragraph I is further amended as follows:

Exhibit B revised, effective June 26, 1975, consisting of 5 pages, is substituted in place of "Exhibit B, consisting of 5 pages. Micro Fiched

6. Article III, Compensation, Section B, Cost Sharing Provisions, Paragraph 3, is amended as follows:

The amount $ 75,718 is substituted in place of the amount $ 67,101 .

7. Article III, Section D, Provider of Services, Paragraph 3 , is amended to state provider(s) as follows:

Address	Modality	Slots	State Share
Davis Free Clinic 603 4th Street Davis, California 95616	ODF	50	$75,718

8. All other terms and provisions of said agreement shall remain in full force and effect.

EXHIBIT E REVISED

STATE SHARE BUDGET

Micro Fiched

	* Prior Amount Approved	Adjustment	New Amount Approved
1. Personal Services	$ 41,823.00	+$ 4,965.00	$ 46,788.00
2. Patient Care	14,760.00	-0-	14,760.00
3. Equipment, Supplies	-0-	+ 2,767.00	2,767.00
4. Construction	-0-	-0-	-0-
5. Other	10,118.00	+ 885.00	11,003.00
6. Trainee Costs	400.00	-0-	400.00
7. Total State Share	$ 67,101.00	+$ 8,617.00	$ 75,718.00

The Exhibit E Revised shown above is a summary of the original line item budget shown in Amendment 1 to the contract. The adjustment column indicates the money added to the original budget to arrive at the new approved budget for the full contract period.

Page 2 of Exhibit E Revised is a detailed breakdown showing a three months firm line item budget from June 26 through September 30, 1975. This replaces the line item budget in Amendment A-1. The Exhibit E Revised, page 2, places tighter fiscal control on the contractor for the remaining three months of the contract.

The $ 16,775.00 three months budget consists of the following:

$ 8,617.00 in new funds indicated in the adjustment column, plus

$ 8,158.00 from the prior amount.

The contract total is $ 75,718.00 of which the contractor is now limited to the new budget of $ 16,775.00 for the final period of the contract. There are no adjustments increasing any salaries or expenses retroactively.

* From Column Entitled "Requested From HSMHA", Exhibit E, Page 1

Micro Fiched

DEPARTMENT OF HEALTH BUDGET FOR 3 MONTH PERIOD Exhibit E Revised CONTRACT NO. 74-50439 A2

PROGRAM NAME: Yolo County Mental Health Services (Davis Free Clinic Drug Detox Prog.) ODF 6/27/75 9/30/75 Page 2

1. PERSONNEL NAME — TITLE OF POSITION	ODF Title or Effort % Hrs.	No. Salary Rate	Total Amt.	Adjustments	Adjusted Amount
See Attached Back - up Data	SUBTOTAL		13,459	3561	9898
2. TRANSPORTATION (Lease or rent, maint., gas & oil, travel, ins.)					
	SUBTOTAL				
3. EQUIPMENT*, MATERIALS, SUPPLIES (Office, clinic, Adm., recreation, art, rehab., educ., etc.)					
See Attached Back - up Data					
*Prior approval of State's Contracts Administrator is required	SUBTOTAL		2767	-0-	2767
4. OPERATING EXPENSES (overhead, ins., consultant, rent, training, maintenance, and repairs)					
See Attached Back - up Data	SUBTOTAL		885	-0-	885
5. DIRECT PATIENT CARE (Lab, diagnostic, food, med., drugs)					
See Attached Back - up Data	SUBTOTAL		4575	1350	3225
TOTAL DIVISION COSTS			21686	4911	16775

INDIRECT COSTS NONE % S & W* DATE OF INDIRECT AGREEMENT (Copy Attached)

FHSM APPROVED NONE % BASE*

APPLICANT Yolo County Health Services — Davis Free Clinic Drug Detox Program — CDP

PROJECT IDENTIFICATION NO. 79-5053 A2

DETAILED BUDGET FOR THIS PERIOD (DIRECT COSTS ONLY)	MONTHLY SALARY RATE	NO. MOS. BUDG.	% TIME	TOTAL AMOUNT REQUIRED	SOURCE OF FUNDS: APPLICANT AND OTHER	SOURCE OF FUNDS: REQUESTED FROM STATE
	(1)	(2)	(3)	(4)	(5)	(6)
PERSONAL SERVICES						
Medical Director	2,400	3	50%	3,600	1,800	1,800
Family Nurse Practitioner	1,300	3	100%	3,900	975	2,925
Counselor	600	3	75%	1,350	-0-	1,350
Counselor	600	3	75%	1,350	-0-	1,350
Counselor	600	3	75%	1,350	-0-	1,350
Bookkeeper	450	3	33%	450	150	300
Site and Supply Supervisor	230	3	20%	138	138	-0-
Clinic Coordinator	666	3	25%	498	498	-0-
FRINGE BENEFITS (F.I.C.A. 5.85%)				532	-0-	532
(State Unemployment 3.23)				291	-0-	291
CATEGORY TOTAL				$ 13,459	$3,561	$9,898

Micro Fiched

APPLICANT Yolo County Mental Health Services
DAVIS FREE CLINIC: Drug Detox Program ODF

PROJECT IDENTIFICATION NO. 74-30539 A2

DETAILED BUDGET FOR THIS PERIOD (Continued)

	TOTAL AMOUNT REQUIRED (4)	SOURCE OF FUNDS: APPLICANT AND OTHER (5)	REQUESTED FROM STATE (6)
2. TRANSPORTATION	-0-	-0-	-0-
CATEGORY TOTAL	$ -0-	$ -0-	$ -0-
3. EQUIPMENT, MATERIALS, SUPPLIES			
OFFICE SUPPLIES (including costs for recordkeeping, postage, printing-copying, pens, rubber stamps, etc.)	300	-0-	300
MEDICAL SUPPLIES (including costs for drugs, vials, prescription envelops, etc.)	2,467	-0-	2,467
CATEGORY TOTAL	$2,767	-0-	$ 2,767

Micro Fiched

APPLICANT Yolo County Medical Health Services
DAVIS FREE CLINIC Drug Detox Program

PROJECT IDENTIFICATION NO. 74-50539 A2

DETAILED BUDGET FOR THIS PERIOD (Continued)	TOTAL AMOUNT REQUIRED (4)	SOURCE OF FUNDS: APPLICANT AND OTHER (5)	SOURCE OF FUNDS: REQUESTED FROM STATE (6)
4. OPERATING EXPENSE			
Rent (50% of total rent on building)	690	-0-	690
Utilities (50% of total utilities for building)	75	-0-	75
Phone (33% of phone monthly service charge, pluse long distance related to program)	120	-0-	120
CATEGORY TOTAL	$ 885	$ -0-	$ 885
5. DIRECT PATIENT CARE			
Initial physical, lab and xray, based on 45 new or readmit patients	1,500	-0-	1,500
Urine Screen @$5.00/urine	825	-0-	825
Rehab Workshop Provided by D.F.C. @$12/day	900	-0-	900
Counselor Aides @ $3/hour	1,350	1,350	-0-
CATEGORY TOTAL	$ 4,575	$ 1,350	$ 3,225

Micro Fiched

FILED

JUL 2 8 1975

LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 75-194

(Agreement Extending Agreement No. 74-210
as amended by Agreement No. 75-166)

THIS AGREEMENT made and entered into this 14th day of July, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and the DAVIS FREE CLINIC, a non-profit corporation, hereinafter referred to as CLINIC,

W I T N E S S E T H:

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RECITALS:

1. COUNTY and CLNIC have heretofore entered into Yolo County Agreement No. 74-210 for the provision of a program of narcotics and drug detoxification and ancillary services.
2. The State of California requested that an amendment be made to correct certain technical deficiencies and to make other changes required by the passage of time and program adjustment; said amendments were made by Agreement No. 75-166.
3. The parties hereto desire to extend the term of Agreement No. 74-210 as amended by Agreement No. 75-166.

AGREEMENTS:

1. The term of Yolo County Agreement No. 74-210 as amended by Agreement No. 75-166 is hereby extended to September 30, 1975.
2. In all other respects, the provisions of said Agreement No. 74-210 as amended by Agreement No. 75-166 is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date hereinabove set forth.

THE COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara Rodgers
DEPUTY

(SEAL)

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DAVIS FREE CLINIC

BY John N. Jones, M.D.

MENTAL HEALTH SERVICES

BY C P Thomson
CAPTANE F. THOMSON, M.D.
PROGRAM CHIEF

FILED
AUG 11 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

AGREEMENT NO. 75-195

L E A S E

THIS LEASE made and entered into this 21st day of July, 1975, by and between EARL L. COVEY, hereinafter called LANDLORD, and the COUNTY OF YOLO, a political subdivision, hereinafter called TENANT,

W I T N E S S E T H:

1. DESCRIPTION. LANDLORD hereby leases to TENANT and TENANT hereby hires on the terms and conditions hereinafter set forth those certain premises situated in the City of Woodland, County of Yolo, known as 914 Court Street, Suite 6, together with the use of two of the parking spaces located to the rear of the premises, and adjoining restrooms.

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2. TERM. The term shall commence on July 1, 1975, and shall terminate on June 30, 1976.

3. RENT. TENANT will pay LANDLORD a total rent of TWO THOUSAND FIVE HUNDRED SIXTY-EIGHT ($2,568) DOLLARS, payable at the rate of TWO HUNDRED FOURTEEN ($214) DOLLARS per month for each and every month for the term of this lease, payable on the first day of each calendar month.

4. USE. Premises shall be used and occupied only for the purpose of County offices and any other office reasonably related thereto.

5. REPAIR. LANDLORD agrees to repair roof, rehang doors, and re-paint as necessary.

6. UTILITIES. LANDLORD shall furnish heater and air conditioner and shall pay all reasonable charges for water, sewer and garbage, and TENANT shall pay all charges for electricity, gas, heat, telephone and any other utility services used on the premises during the lease term except those LANDLORD

herein has agreed to pay.

7. REPAIRS AND ALTERATIONS.

A. TENANT will at its sole cost and expense, keep, maintain and repair in good and sanitary order, condition and repair, reasonable use and wear thereof and damage by Act of God excepted, said premises and every part thereof including glazing and the interior of the premises, except the roof, sidewalls, exterior, heating, air conditioning which LANDLORD agrees to so keep, maintain and repair.

B. That TENANT will not commit, or suffer to be committed, any waste upon the said premises, or any public or private nuisance, or other act or things which may disturb the quiet enjoyment of any other tenant in the building in which the demised premises may be located; and that the TENANT will not make, or suffer to be made, any alterations of the said premises, or any part thereof, without the written consent of the LANDLORD first had and obtained, and that any additions to, or alterations of, the said premises, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to LANDLORD.

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8. EXCULPATORY CLAUSE. TENANT agrees to indemnify and save LANDLORD harmless from and against any and all claims arising from any act, omission, or negligence of TENANT, or its contractors, licensees, agents, servants, or employees, arising from any accident, injury, in, on, or about, the premises, or any part of them, and the sidewalks adjoining the premises.

9. ASSIGNMENT AND SUBLETTING. TENANT shall not assign this lease, or any interest therein, and shall not lease or underlet the said premises, or any part thereof, or any right or privilege appurtenant thereto, without the written consent of the LANDLORD first had and obtained, and that a consent to one assignment

or subletting shall not be construed as a consent to any subsequent assignment or subletting. It is hereby mutually covenanted and agreed that, unless such written consent thereto has been so had and obtained, any assignment or transfer, or attempted assignment or transfer, of this lease or of any interest therein, or underletting, either by voluntary or involuntary act of the TENANT or by operation of law or otherwise, shall, at the option of LANDLORD, terminate this lease; and any such purported assignment (by death excepted), transfer, or underletting, without such consent, shall be null and void.

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10. DAMAGE OR DESTRUCTION.

A. In case the premises shall be partially or totally destroyed by fire or other casualty insurable under full standard extended risk insurance so as to become partially or totally untentable, the same shall be repaired or rebuilt as speedily as possible at the expense of LANDLORD, unless LANDLORD shall elect not to repair or rebuild as provided in subparagraph B., and, should there be a substantial interference with TENANT's business, a just and proportionate part of the fixed rent shall be abated until the premises are repaired or rebuilt.

B. If (i) more than fifty percent (50%) of the building in which the premises are located shall be destroyed or so damaged by fire or other casualty insurable under full standard extended risk insurance as to become wholly untentable, or (ii) the premises shall be partially or totally destroyed by a cause or casualty other than those covered by fire and extended coverage risk insurance, then, in either event, LANDLORD may, if it so elects, rebuild or put said building in good condition and fit for occupancy within a reasonable time after such destruction or

damage, or it may give notice terminating this lease as of a date not later than thirty (30) days after any such damage, or destruction. If LANDLORD elects to repair or rebuild the building, it shall, within thirty (30) days after such damage or destruction, give TENANT notice of its intention to repair or rebuild and then shall proceed with reasonable speed to make the repairs or to rebuild. Unless LANDLORD elects to terminate this lease, this lease shall remain in full force and effect and the parties waive the provisions of any law to the contrary.

11. TAXES.

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A. Should the lease area real estate taxes and assessments payable by LANDLORD in any year after 1974-75 exceed those payable for that year, TENANT shall pay the LANDLORD upon notice and demand, accompanied by proof of payment, the amount by which the leased area real estate taxes and assessments exceed those of the tax year 1974-75.

B. The lease area real estate taxes and assessments consist of that proportion of the taxes and assessments upon the entire parcel of real property containing the premises that the floor area of the portion of the building occupied by TENANT bears to the total ground floor area of the building in which the premises are located.

12. CONDEMNATION.

A. Total or Substantial Taking. If title to all of the premises is taken for any public or quasi-public use under any statute, or by right of eminent domain, or by private purchase in lieu of eminent domain, or if title to so much of the premises is so taken that a reasonable amount of reconstruction of the premises will not result in the premises being a practical improvement and reasonably suitable for TENANT's continued occupancy for the uses

and purposes for which the premises are leased, then, in either event, this lease shall terminate on the date that possession of the premises, or part of the premises, is taken.

B. Partial Taking. If any part of the premises shall be so taken and the remaining part of the premises (after reconstruction of the then existing building in which the premises are located) is reasonably suitable for TENANT's continued occupancy for the purposes and uses for which the premises are leased, this lease shall, as to the part so taken, terminate as of the date that possession of such part is taken, and the fixed rent shall be reduced in the same proportion that the floor area of the portion of the premises so taken (less any additions to premises by reconstruction) bears to the original ground floor area of the premises. LANDLORD shall, at its own cost and expense, make all necessary repairs or alterations to the building in which the premises are located so as to constitute the portion of the building not taken a complete architectural unit. There shall be no abatement of rent during such restoration except to the extent otherwise provided in this paragraph.

C. Disposition of Award. All compensation awarded or paid upon a total or partial taking of the fee title of the premises shall belong to the LANDLORD, whether such compensation be awarded or paid as compensation for diminution in value of the leasehold or of the fee; provided, however, that LANDLORD shall not be entitled to any award made to TENANT for loss of business or depreciation to and cost of removal of stock and fixtures.

D. Execution of Necessary Instruments. Each party agrees to execute and deliver to the other all instruments that may

be required to effectuate the provisions of this paragraph.

13. REMEDIES.

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A. Sub-Lease. The voluntary or other surrender of this lease by TENANT, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of LANDLORD, terminate all or any existing subleases or subtenancies, or may, at the option of LANDLORD, operate as an assignment to him of any or all such subleases or subtenancies.

B. Advances by LANDLORD. In the event of TENANT's breach of any covenant in this lease, LANDLORD may, at any time, without notice, cure such breach for the account, and at the expense of TENANT. If LANDLORD at any time, by reason of such breach, is compelled to pay, or elects to pay, any sum of money or to do any act that will require the payment of any sum of money, or is compelled to incur any expense, including reasonable attorney's fees, in instituting, prosecuting, or defending any actions or proceedings to enforce LANDLORD's rights under this lease or otherwise, the sum, or sums, so paid by LANDLORD, with all interest, costs, and damages, shall be deemed to be additional rent under this lease and shall be due from TENANT to LANDLORD on the first day of the month following the incurring of such expense.

C. Attorney's Fees. In the event that LANDLORD should bring suit for the possession of the premises, for the recovery of any sum due under, or because of, the breach of any covenant in this lease, or for any other relief against TENANT, declaratory or otherwise, or should TENANT bring any action for any relief against LANDLORD, declaratory or otherwise, arising out of this lease, and LANDLORD should prevail in any such suit, TENANT shall pay LANDLORD a reasonable attorney's fee, which shall be deemed to have

accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment.

D. Personal Property. TENANT shall not vacate or abandon the premises at any time during the term, and if TENANT shall abandon, vacate, or surrender said premises, or be dispossessed by process of law, or otherwise, any personal property belonging to TENANT and left on the premises shall be deemed to be abandoned, at the option of the LANDLORD, except such property as may be mortgaged to LANDLORD.

14. NOTICES. All notices to be given may be given in writing by depositing the same in the United States mail, postage prepaid, and addressed to the parties as follows:

LANDLORD:

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Earl L. Covey
c/o Robert L. Griffith
323 First Street (P. O. Box 126)
Woodland, California 95695

TENANT:

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

15. CONDITIONAL LIMITATIONS. Each term and each provision of this lease performable by TENANT shall be construed to be both a covenant and a condition.

16. WAIVER. One or more waivers by LANDLORD of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. LANDLORD's consent to or approval of any act by TENANT requiring LANDLORD's consent or approval shall not be deemed to waive or render unnecessary LANDLORD's consent to or approval of any subsequent similar act by TENANT.

17. CONSTRUCTION. The marginal headings of title to the paragraphs

of this lease are not a part of this lease and shall have no effect upon the construction or interpretation of any part of this lease.

18. BINDING ON SUCCESSORS. Subject to Paragraph 13, the terms and provisions of this lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of LANDLORD and TENANT.

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19. OPTION.

A. Renewal Option. LANDLORD hereby grants TENANT a renewal option to renew this lease for an additonal term of one year from and after the expiration of the original term upon the same terms and conditions as set forth in this instrument.

B. Exercise. The option granted herein must be exercised by TENANT by giving notice of exercise of renewal option not less than ninety (90) days prior to the expiration of the original term.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

LANDLORD:

Earl L. Covey

EARL L. COVEY

TENANT:

COUNTY OF YOLO, a political subdivision

BY Baley T. Marshall

CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara Rodgers DEPUTY

(SEAL)

FILED
JUL 21 1975
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 75- 196

(Agreement to Provide Engineering Advice to the County of Yolo upon Water Matters)

THIS AGREEMENT by and between the COUNTY OF YOLO, a political subdivision, hereinafter referred to as COUNTY, and FRANK B. CLENDENEN, President, CLENDENEN & ASSOCIATES-CONSULTANTS, INC., a corporation, hereinafter referred to as CONTRACTOR,

W I T N E S S E T H:

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RECITALS:

1. COUNTY desires to obtain engineering advice on water matters and desires representation by a consulting engineer in water matters before public and private agencies.
2. CONTRACTOR desires to provide such consulting engineer services.

AGREEMENTS:

1. In consideration for the covenants of COUNTY, CONTRACTOR promises to perform the following services under the terms and conditions of this agreement:
   A. To provide engineering advice to the County of Yolo and its Board of Supervisors upon water matters pertaining to Yolo County, including the following:
      1) Matters pertaining to the water resources of Yolo County, present and future.
      2) Matters outside the boundaries of the County which may have a bearing upon the County of Yolo and its water resources.
   B. To represent the County as to such matters before the agencies listed below as follows:
      1) The agencies before whom representation is to be provided are as follows:

U. S. Department of Reclamation

California Department of Water Resources
and its divisions
U. S. Corps of Engineers
Federal Water Quality Control Administration
U. S. Soil Conservation Service
California Division of Soil Conservation
California Water Resources Association
State Water Resources Control Board
State Reclamation Board
Eel River Association
Sacramento Westside Canal Association
Yolo County Water Resources Board
California Central Valleys Flood Control Assn.
California Senate and Assembly Water Committees
Meetings of any political subdivision within the County of Yolo as requested by the Board of Supervisors or the County Executive

Micro Fiched

2) Presentations and policy statements shall be made only with prior approval of the Board of Supervisors.

3) Such representation shall be provided by Dr. Frank B. Clendenen or Dr. Verne H. Scott, except that other qualified engineers may act as a Yolo County representative subject to approval by the County Executive in advance.

4) There shall be submitted to the Board of Supervisors and County Executive of COUNTY a monthly report upon such appearances as to matters affecting the County of Yolo.

2. In consideration of the covenants of CONTRACTOR, COUNTY promises under the terms and conditions of this agreement to pay CONTRACTOR as full compensation for the services rendered hereunder, the sum of ONE THOUSAND TWO HUNDRED FIFTY and NO/100 ($1,250.00) DOLLARS per month.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

A. Term. The term of this agreement is one year commencing on July 1, 1975; however, either party may terminate this agreement upon thirty days' written notice to the other.

B. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Babe A. Marshall
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara A. Rodgers
DEPUTY

(SEAL)

CLENDENEN & ASSOCIATES-CONSULTANTS, INC., a corporation

Frank B. Clendenen
FRANK B. CLENDENEN, President

BOOK

FILED

JUL 2 1 1975

LAURENCE P. HENIGAN, Clerk

By Barbara Rodgers Deputy

Agreement No. 75-127

Woodland, California

July 21, 1975

Leon Fann and Cletha Fann undivided 1/2

Kay Sagara and Shuny Sagara undivided 1/2

(Grantors)

RIGHT OF WAY CONTRACT
COUNTY HIGHWAY

Micro Fiched

Document No. 75-21 in the form of a Grant Deed, covering the following described property:

A parcel of land being a portion of the Southeast quarter of Section 22, Township 9 North, Range 2 East, M.D.B.& M., Yolo County, California, said parcel being more fully described as follows:

COMMENCING at the Southeast corner of said Southeast quarter of Section 22; thence North 89°08'57" West 25.00 feet along the South line of the Southeast quarter of Section 22 to the Westerly right of way line of County Road No. 102, THE TRUE POINT OF BEGINNING; THENCE continuing along the South line of the Southeast quarter of Section 22 North 89°08'57" West 45.00 feet; thence North 00°47'48" East 1235.60 feet along a line parallel with and 45.00 feet Westerly of the Westerly right of way line of County Road number 102 to a tangent curve; thence along said curve, concave to the East, with a radius of 10,050.00 feet, through a central angle of 03°13'10", an arc length of 564.71 feet, with a chord bearing North 02°24'23" East 564.63 feet to a tangent line; thence North 04°00'58" East 239.23 feet along said tangent line to a tangent curve; thence along said curve, concave to the West, with a radius of 9,950.00 feet, through a central angle of 03°13'10", an arc length of 559.09 feet, with a chord bearing North 02°24'23" East 559.02 feet to the Westerly right of way line of County Road No. 102; thence South 00°47'48" West 2597.70 feet along said Westerly right of way line to the true point of beginning.

Containing 1.981 acres

has been executed and delivered to Lloyd H. Roberts, Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations

hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

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II. The County shall:

A. Pay the undersigned grantor the sum of $2,970.00 for the property as conveyed by Grant Deed No. 75-21 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through an escrow number 68267 with Western Title Guaranty Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Dated: 5/13/75

(Grantor)

Recommended for Approval

By Lloyd H. Roberts

COUNTY OF YOLO

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

AGREEMENT NO. 75 - 105

L E A S E

THIS LEASE made and entered into this 28th day of July, 1975, by and between ROSS DAVIDSON, hereinafter called LANDLORD, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called TENANT,

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W I T N E S S E T H:

1. DESCRIPTION. LANDLORD hereby leases to TENANT, and TENANT hereby hires on the terms and conditions hereinafter set forth those certain premises more particularly described as follows:

> Approximately 2400 square feet of the space identified as 1229 Merkley Avenue in West Sacramento, California, currently occupied by the County of Yolo for use as a County Library.

2. TERM.

a. Duration. The term of this lease shall be for a period of five years, hereinafter referred to as 'original term'.

b. Commencement. The term shall commence on August 1, 1975.

3. RENT. TENANT shall pay LANDLORD rent at the rate of Four Hundred Fifty Dollars ($450.00) per month; however, for the year beginning August 1, 1977 the rent shall be Four Hundred Sixty Dollars ($460.00) per month; for the year beginning on August 1, 1978 the rent shall be Four Hundred Seventy Dollars ($470.00) per month; and for the year beginning on August 1, 1979 the rent shall be Four Hundred Eighty Dollars ($480.00) per month, payable on the last day of each calendar month of the term of this lease. Water, sewer and garbage charges shall be at LANDLORD'S expense.

4. UTILITIES. TENANT shall pay all charges for utilities, except for such services enumerated in Section 3, which are at LANDLORD'S expense.

5. DAMAGE OR DESTRUCTION.

a. Total Destruction. In case the improvements located upon the premises shall be totally destroyed, this lease shall terminate.

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b. Termination on Partial Destruction. In case the greater part of the improvements located upon the premises shall be damaged or destroyed, TENANT may elect within thirty (30) days after such damage or destruction to terminate this lease.

c. Restoration on Partial Destruction. In case the improvements located upon the premises shall be partially destroyed and TENANT does not elect to terminate this lease, the premises shall be repaired or rebuilt as speedily as possible at the expense of LANDLORD, and, should there be a substantial interference with employees' use of the premises, a just and proportionate part of the fixed rent shall be abated until the premises are repaired or rebuilt.

6. REPAIRS, WASTE, AND ALTERATIONS.

a. Repairs. LANDLORD, at his sole cost and expense, will keep and maintain the said premises and every part thereof, including plumbing and heating and air conditioning equipment in good and sanitary order, condition and repair; however, TENANT shall provide its own janitorial services and maintain said premises in a clean condition, ordinary wear and tear excepted.

b. Waste and Alterations. TENANT will not commit, or suffer to be committed, any waste upon said premises, or any public or private nuisance, and that TENANT will not make

or suffer to be made any alterations of the premises or any part thereof without the written consent of LANDLORD first had and obtained provided, however, that TENANT may remove any fixtuten installed by it.

7. TAXES.

a. Increases. Beginning with the fiscal year 1976-77 and each succeeding year thereafter, subject to the term of the lease, TENANT shall pay to LANDLORD upon notice and demand, accompanied by proof of payment, the amount by which the real property taxes upon tenant's area exceed those of the 1975-76 fiscal year as determined by Section 7b.

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b. Real Property Taxes upon Lease Area. The real property taxes upon the lease area shall be deemed to be that proportion of the taxes upon the assessor's parcel upon which the premises are located that the area of building occupied by TENANT bears to all the area of the buildings located on the assessor's parcel.

8. OPTION.

a. Renewal Option. LANDLORD hereby grants TENANT a renewal option to renew this lease for an additional term of five (5) years from and after the expiration of the original term, beginning with a rent of Four Hundred Ninety Dollars ($490.00) per month, and thereafter increasing annually by Ten Dollars ($10.00) per month, with the final year rent payment Five Hundred Thirty Dollars ($530.00) per month, beginning on August 1, 1984.

b. Exercise. The option granted herein must be exercised by TENANT by delivery to LANDLORD, Ross Davidson, 7254 Fair Oaks Boulevard, Carmichael, California 95608, of written notice of exercise of option not less than sixty (60) days prior to the expiration of the original term.

c. Terms and Conditions. The option shall be upon the same terms and conditions as set forth in this agreement.

9. CONDITIONAL LIMITATIONS. Each term and each provision of this lease shall be construed both a covenant and a condition.

10. BINDING ON SUCCESSORS. The terms and provisions of this lease shall be binding upon and inured to the benefit of the heirs, executors, administrators, successors and assigns of LANDLORD and TENANT.

IN WITNESS WHEREOF, the parties hereto have executed this lease the day and year first above written.

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COUNTY OF YOLO, a political subdivision of the State of California, TENANT

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Barbara A. Rodgers
DEPUTY

(SEAL)

LANDLORD:

Ross Davidson
ROSS DAVIDSON

BK

FILED
JUL 28 1975
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 75-199

(Agreement for Physician Services)

THIS AGREEMENT made and entered into this 18 day of July, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and PAUL ROSCHEN, M. D., hereinafter referred to as PHYSICIAN,

W I T N E S S E T H:

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RECITALS:

1. PHYSICIAN is a duly qualified and licensed physician and surgeon.
2. COUNTY desire to retain PHYSICIAN's services as a hospital-based physician at Yolo General Hospital.

AGREEMENTS:

1. In consideration of the mutual covenants and agreements herein contained, PHYSICIAN agrees to provide medical care within the scope of his medical training and staff privileges as approved by the Medical Staff of Yolo General Hospital to in-patients and emergency patients of COUNTY at Yolo General Hospital as follows:
   a. That staff time of PHYSICIAN shall include in-patient and emergency services and care to patients as assigned by the Medical Director.
   b. The staff time of PHYSICIAN shall include hospital coverage for a 24-hour period an average of every second day.
   c. The staff time of PHYSICIAN may include emergency call service in addition to that set forth above as scheduled by the Medical Director.
2. In consideration of the mutual covenants and agreements herein contained, COUNTY agrees as follows:

a. To pay PHYSICIAN the sum of $1,200.00 per month as compensation for services rendered pursuant to Paragraphs 1.a. and 1.b. of this agreement. Holidays shall be the same as designated in the Yolo County Personnel Ordinance.

b. To provide insurance insuring PHYSICIAN for damages because of injury or death sustained by any person arising out of malpractice error or mistake in rendering or failing to render professional services pursuant to this agreement with policy limits of $1,000,000 for each occurrence and $6,000,000 aggregate.

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c. To provide vacation time allowance to be accrued at the rate of one and one-fourth days for each month of service or major fraction thereof; such vacation time shall be allowed at the discretion of the Medical Director, but in no event prior to the expiration of six months' service under this contract or contracts superseded hereby. In the event PHYSICIAN ceases to provide services as a hospital-based physician at Yolo General Hospital under this contract or other relation with COUNTY, PHYSICIAN shall be paid for the unused portion of the accrued vacation.

d. To provide sick leave allowance to be accrued at the rate of one day of sick leave with pay for each month of service. No payment for accumulated sick leave shall be made upon termination of the contract relation.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

a. The term of this agreement shall commence on September 1, 1975, and shall terminate on June 30, 1976; however, the parties may renew the term for successive periods of one year by agreeing in writing to do so; further provided, however, either party may terminate this agreement during the original term or any renewal term by giving

written notice thereof on the other party at least thirty calendar days before the date of termination.

b. Any notice to be given to PHYSICIAN may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to him at his last known mailing address or at Yolo General Hospital, 170 West Beamer Street, Woodland, California 95695.

Micro Fiched

c. In the performance of the work , duties and obligations devolving upon him under this contract, PHYSICIAN is at all times acting and performing as an independent contractor practicing his profession of physician and surgeon. COUNTY shall not have nor exercise any control or direction over the methods by which PHYSICIAN shall perform his work and functions, except that PHYSICIAN does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practices in his profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

d. It is agreed and PHYSICIAN makes the following statement of contract status for himself for the purpose of facilitating reimbursement under Title XVIII and Title XIX of the Social Security Act, as amended, and otherwise. PHYSICIAN is retained pursuant to this agreement as an independent contractor by the County of Yolo, a political subdivision of the State of California, to provide medical care at Yolo General Hospital. As a contract physician, PHYSICIAN receives compensation from COUNTY pursuant to this agreement which by virtue of this agreement fully compensates PHYSICIAN for all services performed at Yolo General Hospital.

As a hospital-based physician at the Yolo General Hospital, PHYSICIAN will be performing professional physician services for patients receiving treatment in said hospital who are covered by the supplemental medical insurance for the aged program as established under Title XVIII and for patients covered by Title XIX of the Social Security Act, and for non-indigent patients receiving emergency treatment. All physician services performed by PHYSICIAN for such patients in Yolo General Hospital during the term of this agreement will be undertaken in PHYSICIAN's capacity as a hospital-based physician and within the course and scope of the provisions of this agreement with the County of Yolo.

Micro Fiched

e. PHYSICIAN hereby acknowledges the right of COUNTY or any of its duly authorized administrators to accept any assignment made by any person who receives medical treatment from PHYSICIAN at the Yolo General Hospital pursuant to this agreement, the amount payable to such persons for the medical treatment given under Title XVIII or Title XIX of the Social Security Act or to non-indigent patients receiving emergency treatment and to receive any payments which may be made pursuant to such assignment.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Pete E. Spicer
DEPUTY

(SEAL)

Paul Roschen M.D.
PAUL ROSCHEN, M.D.

SUB-GRANTEE SIGNATURE SHEET
CETA TITLE I AGREEMENT

AGREEMENT NO. 75-200

Sub-Grantee Name
City of Davis

Address
226 'F' Street

City
Davis, CA 95616

Phone:
(916) 756-3740

Program Director
Howard L. Reese, City Manager

1. Amount of funds allocated per this sub-grant:
$ 188,000.00

Micro Fiched

2. Grant Period from August 1, 1975 to June 30, 1976.

FILED
SEP 18 1975
LAURENCE P. HENIGAN, Clerk
By PAULA C. CORRAL Deputy

City of Davis
(Legal Name of Sub-Grantee)

County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency

Howard L. Reese
(Signature of Authorized Officer)

Howard L. Reese, City Manager
(Typed Name & Title of Authorized Officer)

Betsy A. Marchand
BETSY A. MARCHAND, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY _____ DEPUTY

SY-52

(SEAL)

AGREEMENT NO. 75-20[illegible]

(CETA TITLE I AGREEMENT)

THIS AGREEMENT made and entered into this 1st day of August, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the City of Davis, 226 'F' Street, Davis, CA 95616 hereinafter referred to as SUBGRANTEE,

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W I T N E S S E T H:

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:

   A. This Agreement.

   B. Signature sheet.

   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.

   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.

   E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.

3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:

   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

D. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

Micro Fiched

1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

Micro Fiched

5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

Micro Fiched

B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Micro Fiched

7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Micro Fiched

11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

Micro Fiched

B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

Micro Fiched

15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

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- PROGRAM AGENT -

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchant
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBGRANTEE

XXX Howard S. Penn

"EXHIBIT A"

August 1, 1975

LISTING OF POSITIONS

CETA TITLE I

City of Davis

Position	Salary & Benefits 8/1/75 - 6/30/76
Account Clerk	$ 8,516.00
Administrative Assistant	11,245.00
Bike Aide	8,608.00
Custodian	9,272.00
Custodian	9,164.00
Fireman Trainee	10,567.00
Fireman Trainee	10,567.00
Maintenance Worker I	10,000.00
Maintenance Worker I	10,036.00
Parking Enforcement Officer	8,778.00
Planning Technician	11,292.00
Stock Clerk	8,220.00
Typist Clerk I	7,645.00
Typist Clerk I	7,588.00
Typist Clerk I	7,588.00
Custodian	9,165.00
Maintenance Worker I	10,074.00
Maintenance Worker I	10,007.00
Typist Clerk I	7,706.00
TOTAL ORIGINAL POSITIONS	$176,038.00
Add One Position	8,400.00
TOTAL COST OF POSITIONS	$184,438.00
Subagent's Administration at 4% of Grant	8,000.00
TOTAL	$192,438.00

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SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE VI AGREEMENT
AGREEMENT NO. 75-201

FILED
JUL 30 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

Sub-Grantee Name	Yolo County Housing Authority
Address	P. O. Box 57
City	Woodland, CA 95695
Phone:	(916) 662-7043
Program Director	D. Ross Parker, Executive Director

Micro Fiched

1. Amount of funds allocated per this sub-grant:

   $ 20,784.00 .

2. Grant Period from August 1, 1975 to June 30, 1976.

Yolo County Housing Authority
(Legal Name of Sub-Grantee)

D. Ross Parker
(Signature of Authorized Officer)
7-30-75

D. Ross Parker, Executive Director
(Typed Name and Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency

Betsy A. Marchand

BETSY A. MARCHAND, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Barbara Rodgers
DEPUTY

(SEAL)

SY-52

FILED
JUL 30 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

AGREEMENT NO. 75-201

(CETA TITLE VI AGREEMENT)

THIS AGREEMENT made and entered into this 1st day of August, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the Yolo County Housing Authority P. O. Box 57, Woodland, CA 95695, hereinafter referred to as SUBGRANTEE,

Micro Fiched

W I T N E S S E T H :

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:
   A. This Agreement.
   B. Signature sheet.
   C. Schedule of Posi'ion Listing, attached hereto as Exhibit "A" herein
   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.
   E. General and Special Assurances attached hereto as Exhibit "C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.
3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:
   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

Micro Fiched

1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

Micro Fiched

5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

Micro Fiched

B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Micro Fiched

7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Micro Fiched

11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

Micro Fiched

B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

Micro Fiched

15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

BY Betty G. Marshall
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBGRANTEE

[signature]

7-20-95

"EXHIBIT A"

August 1, 1975

LISTING OF POSITIONS

CETA TITLE VI

Yolo County Housing Authority

Micro Fiched

Position		Salary & Benefits 8/1/75 - 6/30/76
Maintenance Mech. I		$ 10,392.00
Maintenance Mech. I		10,392.00
	TOTAL	$ 20,784.00

"EXHIBIT E"

Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 30 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations and must have the Program Agent's advance written approval before being hired.

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Preferential Eligibility Considerations

DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans.

Recruitment

Local civil service or merit system restrictions have prevented localities from moving immediately to hire unemployed people. DOL has asked that a blanket exemption be made for CETA Title VI jobs from these restrictions. To this end we are requiring the participating agencies to take this action if needed to obtain a blanket exemption. Local agencies are required to make use of EDD for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

"EXHIBIT C"

Assurances and Certifications

A. General Assurances

1. The grantee assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circulars numbers A-95 and FMC 74-4 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-354) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, age, or national origin,

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Assurances and Certifications

be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

   c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

   d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

   e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

   f. It will comply with the requirement that no program under the Act shall involve political activities.

   g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

   h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

   i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 703(1), 712)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 703(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 703(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 703(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 703(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 703(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 703(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 703(9), 105(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 703(10))

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r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 703(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 703(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 703(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 703(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 703(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205 (c)(1))

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title VI

The grantee also will:

1. assure that only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act, (sec. 603(a)(3)(B), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (as defined in secs. 204(c) 603(a)(2)).

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; except where exempt under the provisions of section 604 of the Act, except where exempt under section 605 of the Act; (Sec. 205(c)(2))

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3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; and when feasible establish a veterans hiring goal of 30 percent; (Sec. 205(c)(5)).

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate rises except where exempt under Section 604 of the Act; (Sec. 205(c)(6) 604)).

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title VI to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields except where exempt under Section 604 of the Act. (Secs. 205(c)(19) and 604)).

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including Civil Service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21)).

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13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that job opportunities will be allocated among State and local public agencies within its area, considering such factors as opportunities for transition, early hiring opportunities available within each area. Also, to the extent feasible, job opportunities will be provided in the local State Employment Service and Unemployment Insurance Service to assist in meeting increased workload resulting from higher unemployment rates.

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24)).

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

17. assure that it will plan and use the funds made available under Title VI of the Act as amended, over not more than a 12-month period with plans for that period being put into effect during the initial funding period and it understands that reallocation of funds may occur if the funds are not used.

202

SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE VI AGREEMENT

AGREEMENT NO. 75-202

FILED
JUL 30 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

Sub-Grantee Name	West Plainfield Fire Protection District
Address	Rt. 1, Box 2415
City	Davis, CA 95616
Phone:	(916) 662-8871
Program Director	Percy H. Wilkendorf, Chairman, Board of Commissioners

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1. Amount of funds allocated per this sub-grant:

   $ 15,554.00 .

2. Grant Period from August 1, 1975 to June 30, 1976.

West Plainfield Fire Protection Dist.
(Legal Name of Sub-Grantee)

Percy H. Wilkendorf
(Signature of Authorized Officer)
7-29-75

Percy H. Wilkendorf
Chairman, Board of Commissioners
(Typed Name and Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency

Betsy A. Marchand

BETSY A. MARCHAND, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Barbara Rodgers
DEPUTY

(SEAL)

SY-52

FILED
JUL 2 01975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

AGREEMENT NO. 75-202

(CETA TITLE VI AGREEMENT)

THIS AGREEMENT made and entered into this 1st day of August, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the West Plainfield Fire Protection District, Rt. 1, Box 2415, Davis, CA 95616, hereinafter referred to as SUBGRANTEE,

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W I T N E S S E T H :

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:
   A. This Agreement.
   B. Signature sheet.
   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.
   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.
   E. General and Special Assurances attached hereto as Exhibit "C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.
3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:
   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

D. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

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1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

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5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the Agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the Agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

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COUNTY OF YOLO, a political subdivision of the State of California

BY Betty A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBGRANTEE

Jerry K. Wilkendorf
SOC. SECURITY NO.

7-29-75

"EXHIBIT A"

August 1, 1975

LISTING OF POSITIONS

CETA TITLE VI

West Plainfield Fire Protection District

Position	Salary & Benefits 8/1/75 - 6/30/76
Fireman Trainee	$ 7,722.00
Fireman Trainee	7,722.00
	$ 15,444.00
Uniform Allowance:	
2 x 11 mos. x $5/mo.	110.00
TOTAL	$ 15,554.00

Micro Fiched

"EXHIBIT B"

Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 30 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations and must have the Program Agent's advance written approval before being hired.

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Recruitment

Local civil service or merit system restrictions have prevented localities from moving immediately to hire unemployed people. DOL has asked that a blanket exemption be made for CETA Title VI jobs from these restrictions. To this end we are requiring the participating agencies to take this action if needed to obtain a blanket exemption. Local agencies are required to make use of EDD for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

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3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-354) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, age, or national origin,

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Assurances and Certifications

be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

f. It will comply with the requirement that no program under the Act shall involve political activities.

g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 703(1), 712)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 703(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 703(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 703(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 703(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 703(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 703(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 703(9), 105(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 703(10))

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Assurances and Certifications

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 703(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 703(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 703(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 703(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 703(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205 (c)(1))

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title VI

The grantee also will:

1. assure that only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act, (sec. 603(a)(2)(B), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (as defined in secs. 604(c) 603(a)(2)).

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing supplementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; except where exempt under the provisions of section 604 of the Act, except where exempt under the provisions of the Act, [illegible]

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3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; and when feasible establish a veterans hiring goal of 30 percent; (Sec. 205(c)(5)).

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes except where exempt under Section 604 of the Act; (Sec. 205(c)(6) 604)).

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title VI to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields except where exempt under Section 604 of the Act. (Sec. 205(c)(19) and 604)).

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including Civil Service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21)).

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13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that job opportunities will be allocated among State and local public agencies within its area, considering such factors as opportunities for transition, early hiring opportunities available within each area. Also, to the extent feasible, job opportunities will be provided in the local State Employment Service and Unemployment Insurance Service to assist in meeting increased workload resulting from higher unemployment rates.

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24)).

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

17. assure that it will plan and use the funds made available under Title VI of the Act as amended, over not more than a 12-month period with plans for that period being put into effect during the initial funding period and it understands that reallocation of funds may occur if the funds are not used.

SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE VI AGREEMENT

AGREEMENT NO. 75-203

FILED
JUL 30 1975
LAURENCE P. HENIGAN, Clerk
By Balma A. Rodgers
Deputy

Sub-Grantee Name Winters Fire Protection District
Address #10 Abbey Street
City Winters, CA 95694 — Phone: (916) 795-4131
Program Director Vern C. Bruhn, Fire Chief

1. Amount of funds allocated per this sub-grant:

   $ 16,322.00 .

2. Grant Period from August 1, 1975 to June 30, 1976.

Winters Fire Protection District
(Legal Name of Sub-Grantee)

Vern C. Bruhn
(Signature of Authorized Officer)
7-30-75

Vern C. Bruhn, Fire Chief
(Typed Name and Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency

Betsy A. Marchand

BETSY A. MARCHAND, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Balma A. Rodgers
DEPUTY

(SEAL)

SY-52

Micro Fiched

FILED
JUL 30 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

AGREEMENT NO. 75-203

(CETA TITLE VI AGREEMENT)

THIS AGREEMENT made and entered into this 1st day of August, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the Winters Fire Protection District, #10 Abbey Street, Winters, CA 95694, hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H :

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1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:
   A. This Agreement.
   B. Signature sheet.
   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.
   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.
   E. General and Special Assurances attached hereto as Exhibit "C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.
3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:
   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

D. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance wich requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

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1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

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5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBGRANTEE

Vernon C Brown
Sec. Corporation

7-30-75

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"EXHIBIT A"

August 1, 1975

LISTING OF POSITIONS

CETA TITLE VI

Winters Fire Protection District

Position		Salary & Benefits 8/1/75 - 6/30/76
Fireman Trainee		$ 8,161.00
Fireman Trainee		8,161.00
	TOTAL	$ 16,322.00

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"EXHIBIT B"

Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 30 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations and must have the Program Agent's advance written approval before being hired.

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Preferential Eligibility Considerations

DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans.

Recruitment

Local civil service or merit system restrictions have prevented localities from moving immediately to hire unemployed people. DOL has asked that a blanket exemption be made for CETA Title VI jobs from these restrictions. To this end we are requiring the participating agencies to take this action if needed to obtain a blanket exemption. Local agencies are required to make use of EDD for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

"EXHIBIT C"

Assurances and Certifications

A. General Assurances

1. The grantee assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circulars numbers A-95 and FMC 74-4 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-354) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, age, or national origin,

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Assurances and Certifications

be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

   c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

   d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

   e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

   f. It will comply with the requirement that no program under the Act shall involve political activities.

   g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

   h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

   i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 703(1), 712)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 703(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 703(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 703(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 703(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 703(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 703(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 703(9), 105(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 703(10))

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r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 703(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 703(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 703(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 703(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 703(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205 (c)(1))

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title VI

The grantee also will:

1. assure that only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act, (sec. 603(a)(2)(B), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (as defined in secs. 204(c) 603(a)(2)).

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; except where exempt under the provisions of section 604 of the Act, except where exempt under section 604 of the Act; (Secs. 205(c)(2) and 604)

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3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; and when feasible establish a veterans hiring goal of 30 percent; (Sec. 205(c)(5)).

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recede except where exempt under Section 604 of the Act; (Sec. 205(c)(8) 604)).

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title VI to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields except where exempt under Section 604 of the Act. (Secs. 205(c)(19) and 604)).

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including Civil Service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21)).

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13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that job opportunities will be allocated among State and local public agencies within its area, considering such factors as opportunities for transition, early hiring opportunities available within each area. Also, to the extent feasible, job opportunities will be provided in the local State Employment Service and Unemployment Insurance Service to assist in meeting increased workload resulting from higher unemployment rates.

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24)).

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

17. assure that it will plan and use the funds made available under Title VI of the Act as amended, over not more than a 12-month period with plans for that period being put into effect during the initial funding period and it understands that reallocation of funds may occur if the funds are not used.

RECEIVED
AUG 1 1 1975
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE VI AGREEMENT
AGREEMENT NO. 75-204

FILED
AUG 1 1 1975
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

Sub-Grantee Name

University of California at Davis

Address

City

Davis, CA 95616

Phone:

(916) 752-6660

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Program Director

Manpower Coordinator

1. Amount of funds allocated per this sub-grant:

$ 278,897.00 .

2. Grant Period from August 1, 1975 to June 30, 1976.

The Regents of the University of Calif.
(Legal Name of Sub-Grantee)

(Signature of Authorized Officer)

Allen G. Marr, Dean
Graduate Studies and Research
(Typed Name and Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency

Betsy A. Marchand

BETSY A. MARCHAND, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY _____ DEPUTY

(SEAL)

SY-52

RECEIVED
AUG 11 1975
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

FILED
AUG 11 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers Deputy

AGREEMENT NO. 75-204

(CETA TITLE VI AGREEMENT)

THIS AGREEMENT made and entered into this 1st day of August, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the University of California at Davis, Davis, CA 95616, hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H :

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:

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A. This Agreement.

B. Signature sheet.

C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.

D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.

E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.

3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:

A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

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1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

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5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBGRANTEE

X _____

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"EXHIBIT A"

August 1, 1975

LISTING OF POSITIONS

CETA TITLE VI

University of California, Davis

Position	Salary & Benefits 8/1/75 - 6/30/76
Four Clerk Typists	$ 29,003.00
Two Farm Laborers	15,922.00
One Senior Clerk A	8,744.00
One Engineering Aide	8,406.00
One Automotive Equipment Operator	9,217.00
Two Senior Custodians	17,153.00
Two Laborers	19,315.00
Two Animal Caretakers	17,080.00
Three Groundskeepers	29,113.00
One Animal Caretaker	8,575.00
One Senior Typist B	8,406.00
One Typist Clerk (9 months)	7,252.00
One Statistical Clerk	8,406.00
One Mechanician Helper	11,738.00
One Lab Assistant	8,763.00
One Lab Helper	7,250.00
One Staff Research Associate I	11,091.00
One Assistant PERS Analyst (9 months)	9,319.00
Five Clerk Typists	36,862.00
One Lab Assistant (9 months)	7,282.00
TOTAL	$278,897.00

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EXHIBIT B

Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 30 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations and must have the Program Agent's advance written approval before being hired.

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Preferential Eligibility Considerations

DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans.

Recruitment

Local civil service or merit system restrictions have prevented localities from moving immediately to hire unemployed people. DOL has asked that a blanket exemption be made for CETA Title VI jobs from these restrictions. To this end we are requiring the participating agencies to take this action if needed to obtain a blanket exemption. Local agencies are required to make use of EDD for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

EXHIBIT C

Assurances and Certifications

A. General Assurances

1. The grantee assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circulars numbers A-95 and FMC 74-4 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, age, or national origin,

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Assurances and Certifications

be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

   c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

   d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

   e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

   f. It will comply with the requirement that no program under the Act shall involve political activities.

   g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

   h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

   i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 703(1), 712)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 703(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 703(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 703(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 703(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 703(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 703(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 703(9), 105(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 703(10))

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r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 703(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 703(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 703(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 703(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 703(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205 (c)(1))

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title VI

The grantee also will:

1. assure that only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act, (sec. 603(a)(3)(B), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (as defined in sec. 204(c) 603(a)(2)).

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing supplementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; except where exempt under the provisions of section 604 of the Act, except where exempt under [illegible]

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3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; and when feasible establish a veterans hiring goal of 30 percent; (Sec. 205(c)(5)).

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate reduces except where exempt under Section 604 of the Act; (Sec. 205(c)(6) 604)).

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title VI to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields except where exempt under Section 604 of the Act. (Secs. 205(c)(19) and 604)).

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including Civil Service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(a)(1)).

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13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that job opportunities will be allocated among State and local public agencies within its area, considering such factors as opportunities for transition, early hiring opportunities available within each area. Also, to the extent feasible, job opportunities will be provided in the local State Employment Service and Unemployment Insurance Service to assist in meeting increased workload resulting from higher unemployment rates.

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24)).

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

17. assure that it will plan and use the funds made available under Title VI of the Act as amended, over not more than a 12-month period with plans for that period being put into effect during the initial funding period and it understands that reallocation of funds may occur if the funds are not used.

RECD
BOARD BUSINESS OFFICE
Jul 30 8 45 AM '75

SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE VI AGREEMENT
AGREEMENT NO. 75-205

FILED
JUL 31 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

Sub-Grantee Name	Washington Unified School District
Address	930 W. Acres Road
City	West Sacramento, CA 95691
Phone:	(916) 371-9300

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Program Director

District Superintendent

1. Amount of funds allocated per this sub-grant:

   $ 106,488.00 .

2. Grant Period from August 1, 1975 to June 30, 1976.

Washington Unified School District
(Legal Name of Sub-Grantee)

County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency

(Signature of Authorized Officer)

Betsy A. Marchand

Marino Pierucci
Asst. Superintendent, Business Operations
(Typed Name and Title of Authorized Officer)

BETSY A. MARCHAND, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Barbara A. Rodgers
DEPUTY

RECEIVED
JUL 31 1975
LAURENCE P. HENIGAN, Clerk
By
Deputy

(SEAL)

SY-52

AGREEMENT NO. 75-205

(CETA TITLE VI AGREEMENT)

THIS AGREEMENT made and entered into this 1st day of August, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the Washington Unified School District, 930 W. Acres Road, W. Sacramento, CA 95691, hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H :

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1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:

   A. This Agreement.

   B. Signature sheet.

   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.

   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.

   E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.

3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:

   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance wich requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

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1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

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5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

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SUBGRANTEE

[redacted]

Asst. Superintendent, Business Oper.
Washington Unified School District

EXHIBIT A

August 1, 1975

LISTING OF POSITIONS

CETA TITLE VI

Washington Unified School District

Position	Salary & Benefits 8/1/75 - 6/30/76
One Maintenance Worker	$ 8,881.00
One Groundskeeper	8,477.00
One Building Maintenance Worker	10,707.00
One Maintenance Worker	8,976.00
One Groundskeeper	8,477.00
One Building Maintenance Worker	10,802.00
One Custodian	8,477.00
One Custodian	8,571.00
One Typist Clerk	6,873.00
One Groundskeeper	8,225.00
One Groundskeeper	8,415.00
One Maintenance Worker	9,600.00
	$106,481.00
Fingerprinting	7.00
TOTAL	$106,488.00

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Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 30 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations and must have the Program Agent's advance written approval before being hired.

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Preferential Eligibility Considerations

DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans.

Recruitment

Local civil service or merit system restrictions have prevented localities from moving immediately to hire unemployed people. DOL has asked that a blanket exemption be made for CETA Title VI jobs from these restrictions. To this end we are requiring the participating agencies to take this action if needed to obtain a blanket exemption. Local agencies are required to make use of EDD for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

EXHIBIT C

Assurances and Certifications

A. General Assurances

1. The grantee assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circulars numbers A-95 and FMC 74-4 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 10 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-354) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, age, or national origin,

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Assurances and Certifications

be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

   c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

   d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

   e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

   f. It will comply with the requirement that no program under the Act shall involve political activities.

   g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

   h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

   i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 703(1), 712)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 703(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 703(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 703(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 703(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 703(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 703(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 703(9), 125(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 703(10))

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r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 703(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 703(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 703(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 703(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 703(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938or, if higher, under the applicable State or local minimum wage law. (Sec. 111(5))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

v. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205 (c)(1))

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title VI

The grantee also will:

1. assure that only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act, (sec. 603(a)(2)(B), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (as defined in sec. 204(c) 603(a)(2)).

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; except where exempt. under the provisions of section 604 of the Act; except where exempt under [illegible]

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3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; and when feasible establish a veterans hiring goal of 30 percent; (Sec. 205(c)(5)).

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recovers except where exempt under Section 604 of the Act; (Sec. 205(c)(6) 604)).

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title VI to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields except where exempt under Section 604 of the Act. (Secs. 205(c)(19) and 604)).

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including Civil Service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21)).

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13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that job opportunities will be allocated among State and local public agencies within its area, considering such factors as opportunities for transition, early hiring opportunities available within each area. Also, to the extent feasible, job opportunities will be provided in the local State Employment Service and Unemployment Insurance Service to assist in meeting increased workload resulting from higher unemployment rates.

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24)).

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

17. assure that it will plan and use the funds made available under Title VI of the Act as amended, over not more than a 18-month period with plans for that period being put into effect during the initial funding period and it understands that reallocation of funds may occur if the funds are not used.

To:
Auditor
Co. Counsel
Harris
Agencies concerned.

Kenyon
Barrious

BOARD OF SUPERVISORS
Yolo County, California

Terminated

Date: July 28, 1975
Entry No. 13
Files:
EMPLOYEES- Title I- Comprehensive Employment and Training Act - Funding for Yolo County.
EMPLOYEES- Title II- Comprehensive Employment and Training Act- Agreements- for 1975.
EMPLOYEES- Title VI- Comprehensive Employment and Training Act- Agreements- for 1975

SEE:
AGREEMENT BOOK NO. 29

Micro Fiched

MINUTE ORDER NO. 75-979: APPROVED THE FOLLOWING 23 CONTRACTS WITH VARIOUS AGENCIES FOR THE COMPREHENSIVE EMPLOYMENT TRAINING ACT MANPOWER PROGRAMS FOR THE PERIOD AUGUST 1, 1975 THROUGH JUNE 30, 1976, AND AUTHORIZED THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO SIGN THE AGREEMENTS:

1- CETA TITLE I AGREEMENTS

AGREEMENT NO. 75-200, with the City of Davis in the amount of $192,438.00

2- CETA TITLE VI AGREEMENTS:

AGREEMENT NO. 75-201, with Yolo County Housing Authority for $20,784.00
AGREEMENT NO. 75-202, with West Plainfield Fire Protection District in the amount of $15,554.00
AGREEMENT NO. 75-203, with the Winters Fire Protection District for $16,322.00
AGREEMENT NO. 75-204, with University of California at Davis for $278,897.00
AGREEMENT NO. 75-205, with Washington Unified School District for $106,488.00
AGREEMENT NO. 75-206, with Woodland Joint Unified School District for $115,232.00
AGREEMENT NO. 75-207, with Winters Joint Unified School District for $84,387.00
AGREEMENT NO. 75-208, with Davis Joint Unified School District for $34,273.00
AGREEMENT NO. 75-209, with City of Winters for $22,026.00
AGREEMENT NO. 75-210, with City of Davis for $18,744.00
AGREEMENT NO. 75-211, with Esparto Joint Unified School District for $29,730.00

3- CETA TITLE II AGREEMENTS:

AGREEMENT NO. 75-212, with Yolo-Solano Air Pollution Control District for $8,663.00
AGREEMENT NO. 75-213, with West Plainfield Fire Protection District for $7,777.00
AGREEMENT NO. 75-214, with Winters Fire Protection District for $16,322.00
AGREEMENT NO. 75-215, with Esparto Unified School District for $35,849.00
AGREEMENT NO. 75-216, with Yolo County Housing Authority for $20,784.00
AGREEMENT NO. 75-217, with City of Winters for $72,440.00
AGREEMENT NO. 75-218, with Yolo County Superintendent of Schools for $9,294.00
AGREEMENT NO. 75-219, with West Sacramento Sanitary District for $23,960.00

COUNTY OF YOLO

Woodland, California

95695

ERWIN W. MEIER
COUNTY EXECUTIVE
Manpower Administration
916 666-8374/666-8380

RECEIVED
APR - 5 1976
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

April 5, 1976

Micro Fiched

FILED
APR - 5 1976
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

William H. Oser
Winters School District
47 Main Street
Winters, CA 95694

Dear Mr. Oser:

In accordance with Yolo County Board of Supervisor Minute Order 75-184 dated February 10, 1975, your request to reclassify one CETA Title VI position from Library Clerk at $501/month to Gardener/ Groundsman at $572/month is approved. Yolo County Agreement No. 75-207 is amended effective March 31, 1976 to coincide with the attached position listing.

As always, you may direct any questions to Mr Ralph Harris, Manpower Co-ordinator.

Sincerely,

Robert W. Kenyon

ROBERT W. KENYON
Principal Analyst

1 Attachment

EXHIBIT A

April 1, 1976

LISTING OF POSITIONS

CETA TITLE VI

WINTERS JOINT UNIFIED SCHOOL DISTRICT

POSITION	SALARY & BENEFITS 8/1/75 - 6/30/76
Gardener/Groundsman (3/31/76 - 6/30/76)	$ 1819
Library Clerk (3/1/75 - 3/31/76)	4836
Maintenance/Custodian	7459
Secretary	6611
Library Clerk	6534
Library Clerk	6534
Bookkeeper	6611
Gardener/Groundsman	7414
Gardener/Groundsman	7414
Custodian	7580
Library Clerk	6555
Maintenance Custodian	7580
Gardener	7440
Library Clerk (9/1/75 - 6/30/76)	5410
TOTAL GRANT	$ 89797

RECEIVED
AUG - 1 1975
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

FILED
AUG - 1 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

Winters Joint Unified School District

Address

#47 Main Street

City Phone:

Winters, CA 95694 (916) 795-4588

Program Director

James N. Bernardy, District Superintendent

1. Amount of funds allocated per this sub-grant:

$ 84,387.00 .

2. Grant Period from August 1, 1975 to June 30, 1976.

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Winters Joint Unified School District (Legal Name of Sub-Grantee)	County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency
James N. Bernardy (Signature of Authorized Officer)	Betsy A. Marchand
James N. Bernardy, Dist. Superintendent (Typed Name & Title of Authorized Officer)	BETSY A. MARCHAND, CHAIRMAN BOARD OF SUPERVISORS
	ATTEST: LAURENCE P. HENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS
	BY Barbara Rodgers DEPUTY

SY-52

(SEAL)

RECEIVED
AUG - 1 1975
LAURENCE P. HENIGAN, Clerk
By

AGREEMENT NO. 75207

FILED
AUG - 1 1975
LAURENCE P. HENIGAN, Clerk
By Deputy

(DELTA TITLE VI AGREEMENT)

THIS AGREEMENT made and entered into this 1st day of August, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the Winters Joint Unified School District, #47 Main Street, Winters, CA 95694 hereinafter referred to as SUBGRANTEE,

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W I T N E S S E T H:

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:
   A. This Agreement.
   B. Signature sheet.
   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.
   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.
   E. General and Special Assurances attached hereto as Exhibit "C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.
3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:
   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

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1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

5. TERMINATION.

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A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

that SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsey A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

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SUBGRANTEE

[redacted]

EXHIBIT A

August 1, 1975

LISTING OF POSITIONS

CETA TITLE VI

Winters Joint Unified School District

Position	Salary & Benefits 8/1/75 - 6/30/76
Library Clerk	$ 6,534.00
Maintenance/Custodian	7,580.00
Secretary	6,611.00
Library Clerk	6,534.00
Library Clerk	6,534.00
Bookkeeper	6,611.00
Two Gardeners	14,828.00
Custodian	7,580.00
Library Clerk	6,555.00
Maintenance/Custodian	7,580.00
Gardener	7,440.00
TOTAL	$ 84,387.00

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Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 30 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations and must have the Program Agent's advance written approval before being hired.

Preferential Eligibility Considerations

DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans.

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Recruitment

Local civil service or merit system restrictions have prevented localities from moving immediately to hire unemployed people. DOL has asked that a blanket exemption be made for CETA Title VI jobs from these restrictions. To this end we are requiring the participating agencies to take this action if needed to obtain a blanket exemption. Local agencies are required to make use of EDD for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

EXHIBIT C

Assurances and Certifications

A. General Assurances

1. The grantee assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

b. It will comply with OMB Circulars numbers A-95 and FMC 74-4 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-354) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, age, or national origin,

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Assurances and Certifications

be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

f. It will comply with the requirement that no program under the Act shall involve political activities.

g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 703(1), 712)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 703(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 703(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 703(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 703(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 703(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 703(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 703(9), 105(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 703(10))

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r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 703(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 703(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 703(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 703(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 703(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205 (c)(1))

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title VI

The grantee also will:

1. assure that only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act, (sec. 603(a)(2)(B), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (as defined in secs. 604(c) 603(a)(2)).

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; except where exempt under the provisions of section 604 of the Act, except where exempt under [illegible]

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3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; and when feasible establish a veterans hiring goal of 30 percent; (Sec. 205(c)(5)).

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes except where exempt under Section 604 of the Act; (Sec. 205(c)(6) 604)).

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title VI to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields except where exempt under Section 604 of the Act. (Secs. 205(c)(19) and 604)).

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including Civil Service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21)).

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13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that job opportunities will be allocated among State and local public agencies within its area, considering such factors as opportunities for transition, early hiring opportunities available within each area. Also, to the extent feasible, job opportunities will be provided in the local State Employment Service and Unemployment Insurance Service to assist in meeting increased workload resulting from higher unemployment rates.

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24)).

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

17. assure that it will plan and use the funds made available under Title VI of the Act as amended, over not more than a 12-month period with plans for that period being put into effect during the initial funding period and it understands that reallocation of funds may occur if the funds are not used.

RECEIVED
AUG 15 1975
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE VI AGREEMENT
AGREEMENT NO. 75-208

FILED
AUG 5 1975
LAURENCE P. HENIGAN, Clerk
By Barbara B. Rodgers Deputy

Sub-Grantee Name

Davis Joint Unified School District

Address

#23 Russell Boulevard

City

Davis, CA 95616

Phone:

(916) 756-0300

Program Director

Marvin Kahn, Assistant Superintendent

1. Amount of funds allocated per this sub-grant:

$ 34,273.00 .

2. Grant Period from August 1, 1975 to June 30, 1976.

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Davis Joint Unified School District
(Legal Name of Sub-Grantee)

Alice Nishi
(Signature of Authorized Officer)

Marvin Kahn, Assistant Superintendent
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency

Betsy A. Marchand

BETSY A. MARCHAND, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Barbara B. Rodgers DEPUTY

SY-52

(SEAL)

RECEIVED
AUG 15 1975
LAURENCE R. KENIGAN, CLERK
By

AGREEMENT NO. 75-208

FILED
AUG 15 1975
LAURENCE R. KENIGAN, Clerk
By Barbara Rodgers
Deputy

(DHTA TITLE VI AGREEMENT)

THIS AGREEMENT made and entered into this 1st day of August, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the Davis Joint Unified School District, #23 Russell Blvd., Davis, CA 95616 hereinafter referred to as SUBGRANTEE,

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W I T N E S S E T H:

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:

   A. This Agreement.

   B. Signature sheet.

   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.

   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.

   E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.

3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:

   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

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1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment B of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

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5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBGRANTEE

X Alice Nishi
Sole Shareholder, Owner

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EXHIBIT A

August 1, 1975

LISTING OF POSITIONS

CETA TITLE VI

Davis Joint Unified School District

Positions	Salary & Benefits 8/1/75 - 6/30/76
Custodian	$ 8,953.00
Receptionist	8,202.00
Groundsman	8,545.00
Groundsman	8,545.00
	$ 34,245.00
Fingerprinting:	
4 x $7.00	28.00
TOTAL	$ 34,273.00

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Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 30 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations and must have the Program Agent's advance written approval before being hired.

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Preferential Eligibility Considerations

DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans.

Recruitment

Local civil service or merit system restrictions have prevented localities from moving immediately to hire unemployed people. DOL has asked that a blanket exemption be made for CETA Title VI jobs from these restrictions. To this end we are requiring the participating agencies to take this action if needed to obtain a blanket exemption. Local agencies are required to make use of EDD for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

A. General Assurances

1. The grantee assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

b. It will comply with OMB Circulars numbers A-87, A-95, and A-102, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, or national origin,

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be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

f. The program under the Act does not involve political activities.

g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 603(1), 612)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 603(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 603(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 603(4))

m. Appropriate workmen's compensation protection will be provided to all participants. (Sec. 603(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 603(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 603(9))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 603(9), 105(a)(2))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 603(10))

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r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 603(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 603(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 603(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 603(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 603(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 606 of the Act.

x. It will comply with all requirements imposed by the Department of Labor concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205(c)(1))

4. The applicant further assures and certifies that neither it nor any other units planned for participation in the project are listed on a debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to the contract aware of any pending action which might result in such debarment.

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title II

The grantee also will:

1. assure, for programs under Title II of the Act, that only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act, and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas; (Sec. 205(c)(3))

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; (Sec. 205(c)(4)

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3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; (Sec. 205(c)(5))

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes; (Sec. 205(c)(6))

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title II to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3)providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields; (Sec. 205 (c)(19))

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons; (Sec. 205(c)(20))

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including civil service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21))

Micro Fiched

13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies; (Sec. 205 (c)(23))

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24))

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

RECEIVED
AUG 1 4 1975
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE VI AGREEMENT
AGREEMENT NO. 75-209

FILED
AUG 1 4 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

Sub-Grantee Name

City of Winters

Address

P. O. Box 457

City | Phone:

Winters, CA 95694 | (916) 795-4910

Program Director

City Manager

1. Amount of funds allocated per this sub-grant:

$ 22,026.00 .

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2. Grant Period from August 1, 1975 to June 30, 1976.

City of Winters
(Legal Name of Sub-Grantee)

Jack L. Atherton
(Signature of Authorized Officer)

Jack Atherton, Mayor
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency

Betsy A. Marchand

BETSY A. MARCHAND, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Barbara Rodgers DEPUTY

SY-52

(SEAL)

RECEIVED
AUG 14 1975
LAURENCE P. HENIGAN, Clerk
By 3
Deputy

FILED
AUG 14 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodger
Deputy

AGREEMENT NO. 75-209

(CETA TITLE-VI AGREEMENT)

THIS AGREEMENT made and entered into this 1st day of August, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the City of Winters, P. O. Box 457, Winters, CA 95694 hereinafter referred to as SUBGRANTEE.

W I T N E S S E T H:

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:

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A. This Agreement.

B. Signature sheet.

C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.

D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.

E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.

3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:

A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

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1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

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5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsey A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBGRANTEE

[redacted]
Mayor

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EXHIBIT A

August 1, 1975

LISTING OF POSITIONS

CETA TITLE VI

City of Winters

Positions	Salary & Benefits 8/1/75 - 6/30/76
Public Works Man	$ 10,837.00
Public Works Man	10,837.00
	$ 21,674.00
Uniform Allowance:	
2 x 11 mos. x $16/mo.	352.00
TOTAL	$ 22,026.00

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Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 30 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations and must have the Program Agent's advance written approval before being hired.

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Preferential Eligibility Considerations

DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans.

Recruitment

Local civil service or merit system restrictions have prevented localities from moving immediately to hire unemployed people. DOL has asked that a blanket exemption be made for CETA Title VI jobs from these restrictions. To this end we are requiring the participating agencies to take this action if needed to obtain a blanket exemption. Local agencies are required to make use of EDD for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 603(1), 612)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 603(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 603(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 603(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 603(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 603(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 603(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 603(9), 105(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 603(10))

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r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 603(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 603(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 603(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 603(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 603(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 603(1), 612)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 603(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 603(5))

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Micro Fiched

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v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 603(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law. (Sec. 111(5))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

Micro Fiched

be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 606 of the Act.

x. It will comply with all requirements imposed by the Department of Labor concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205(c)(1))

4. The applicant further assures and certifies that neither it nor any other units planned for participation in the project are listed on a debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to the contract aware of any pending action which might result in such debarment.

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title II

The grantee also will:

1. assure, for programs under Title II of the Act, that only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act, and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas; (Sec. 205(c)(3))

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; (Sec. 205(c)(4))

Micro Fiched

3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; (Sec. 205(c)(5))

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes; (Sec. 205(c)(6))

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title II to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3)providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields; (Sec. 205 (c)(19))

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons; (Sec. 205(c)(20))

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including civil service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21))

Micro Fiched

13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies; (Sec. 205 (c)(23))

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24))

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

RECEIVED
AUG 1 8 1975
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE VI AGREEMENT
AGREEMENT NO. 75-210

FILED
AUG 1 8 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers Deputy

Sub-Grantee Name

City of Davis

Address

226 'F' Street

Micro Fiched

City

Davis, CA 95616

Phone:

(916) 756-3740

Program Director

Howard L. Reese, City Manager

1. Amount of funds allocated per this sub-grant:

$ 18,744.00 .

2. Grant Period from August 1, 1975 to June 30, 1976.

City of Davis
(Legal Name of Sub-Grantee)

Howard L. Reese
(Signature of Authorized Officer)

Howard L. Reese, City Manager
(Typed Name and Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency

Betsy A. Marchand

BETSY A. MARCHAND, CHAIRMAN

BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Barbara A. Rodgers
DEPUTY

(SEAL)

SY-52

FILED
AUG 18 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

AGREEMENT NO. 75-210

(CETA TITLE VI AGREEMENT)

THIS AGREEMENT made and entered into this 1st day of August, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the City of Davis 226 'F' Street, Davis, CA 95616, hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H :

Micro Fiched

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:
   A. This Agreement.
   B. Signature sheet.
   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.
   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.
   E. General and Special Assurances attached hereto as Exhibit "C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.
3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:
   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

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1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

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5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

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COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBGRANTEE

Howard F. Rowe

EXHIBIT A

August 1, 1975

LISTING OF POSITIONS

CETA TITLE VI

City of Davis

Position	Salary & Benefits 8/1/75 - 6/30/76
Maintenance Worker I	$ 9,240.00
Maintenance Worker I	9,240.00
	$ 18,480.00
Uniform allowance:	
2 x 11 mos. x $12/mo.	264.00
TOTAL	$ 18,744.00

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EXHIBIT B

Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 30 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations and must have the Program Agent's advance written approval before being hired.

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Preferential Eligibility Considerations

DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans.

Recruitment

Local civil service or merit system restrictions have prevented localities from moving immediately to hire unemployed people. DOL has asked that a blanket exemption be made for CETA Title VI jobs from these restrictions. To this end we are requiring the participating agencies to take this action if needed to obtain a blanket exemption. Local agencies are required to make use of EDD for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

A. General Assurances

1. The grantee assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circulars numbers A-87, A-95, and A-102, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-354) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, or national origin,

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be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

   c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

   d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

   e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

   f. The program under the Act does not involve political activities.

   g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

   h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

   i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 603(1), 612)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 603(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 603(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 603(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 603(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 603(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 603(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 603(9), 105(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 603(10))

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r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 603(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 603(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 603(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 603(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 603(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

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be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 606 of the Act.

x. It will comply with all requirements imposed by the Department of Labor concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205 (c)(1))

4. The applicant further assures and certifies that neither it nor any other units planned for participation in the project are listed on a debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to the contract aware of any pending action which might result in such debarment.

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title II

The grantee also will:

1. assure, for programs under Title II of the Act, that only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act, and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas; (Sec. 205(c)(3))

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; (Sec. 205(c)(4))

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3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; (Sec. 205(c)(5))

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes; (Sec. 205(c)(6))

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title II to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3)providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields; (Sec. 205 (c)(19))

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons; (Sec. 205(c)(20))

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including civil service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21))

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13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies; (Sec. 205 (c)(23))

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24))

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

To:
Auditor
Co. Counsel
Harris
Agencies concerned.

Kenyon
Barrious

BOARD OF SUPERVISORS
Yolo County, California

Terminated

Date: July 28, 1975
Entry No. 13
Files:
EMPLOYEES- Title I- Comprehensive Employment and Training Act - Funding for Yolo County.
EMPLOYEES- Title II- Comprehensive Employment and Training Act- Agreements- for 1975.
EMPLOYEES- Title VI- Comprehensive Employment and Training Act- Agreements- for 1975

SEE:
AGREEMENT BOOK NO. 29

MINUTE ORDER NO. 75-979: APPROVED THE FOLLOWING 23 CONTRACTS WITH VARIOUS AGENCIES FOR THE COMPREHENSIVE EMPLOYMENT TRAINING ACT MANPOWER PROGRAMS FOR THE PERIOD AUGUST 1, 1975 THROUGH JUNE 30, 1976, AND AUTHORIZED THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO SIGN THE AGREEMENTS:

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1- CETA TITLE I AGREEMENTS

AGREEMENT NO. 75-200, with the City of Davis in the amount of $192,438.00

2- CETA TITLE VI AGREEMENTS:

AGREEMENT NO. 75-201, with Yolo County Housing Authority for $20,784.00
AGREEMENT NO. 75-202, with West Plainfield Fire Protection District in the amount of $15,554.00
AGREEMENT NO. 75-203, with the Winters Fire Protection District for $16,322.00
AGREEMENT NO. 75-204, with University of California at Davis for $278,897.00
AGREEMENT NO. 75-205, with Washington Unified School District for $106,488.00
AGREEMENT NO. 75-206, with Woodland Joint Unified School District for $115,232.00
AGREEMENT NO. 75-207, with Winters Joint Unified School District for $84,387.00
AGREEMENT NO. 75-208, with Davis Joint Unified School District for $34,273.00
AGREEMENT NO. 75-209, with City of Winters for $22,026.00
AGREEMENT NO. 75-210, with City of Davis for $18,744.00
AGREEMENT NO. 75-211, with Esparto Joint Unified School District for $29,730.00

3- CETA TITLE II AGREEMENTS:

AGREEMENT NO. 75-212, with Yolo-Solano Air Pollution Control District for $8,663.00
AGREEMENT NO. 75-213, with West Plainfield Fire Protection District for $7,777.00
AGREEMENT NO. 75-214, with Winters Fire Protection District for $16,322.00
AGREEMENT NO. 75-215, with Esparto Unified School District for $35,849.00
AGREEMENT NO. 75-216, with Yolo County Housing Authority for $20,784.00
AGREEMENT NO. 75-217, with City of Winters for $72,440.00
AGREEMENT NO. 75-218, with Yolo County Superintendent of Schools for $9,294.00
AGREEMENT NO. 75-219, with West Sacramento Sanitary District for $23,960.00

SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE II AGREEMENT

AGREEMENT NO. 75-212

FILED
JUL 2 0 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

Sub-Grantee Name

Yolo-Solano Air Pollution Control District

Address

P. O. Box 1006

City

Woodland, CA 95695

Phone:

(916) 666-8433

Program Director

Air Pollution Control Officer

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1. Amount of funds allocated per this sub-grant:

$ 8,663.00

2. Grant Period from August 1, 1975 to June 30, 1976.

Yolo-Solano Air Pollution Control District	County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency
(Legal Name of Sub-Grantee)	
James A. Koslow	Betsy A. Marchand
(Signature of Authorized Officer) 7-2-75	
James A. Koslow Air Pollution Control Officer	BETSY A. MARCHAND, CHAIRMAN BOARD OF SUPERVISORS
(Typed Name & Title of Authorized Officer)	ATTEST: LAURENCE P. HENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS
	BY Barbara A. Rodgers DEPUTY

SY-52

(SEAL)

AGREEMENT NO. 75-212

(CETA TITLE II AGREEMENT)

FILED
JUL 29 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rogers Deputy

THIS AGREEMENT made and entered into this 1st day of August, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the Yolo-Solano Air Pollution Control District, P. O. Box 1006, Woodland, CA 95695 hereinafter referred to as SUBGRANTEE,

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W I T N E S S E T H:

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:

A. This Agreement.

B. Signature sheet.

C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.

D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.

E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.

3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:

A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

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1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

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5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

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PROGRAM AGENT -

COUNTY OF YOLO, a political subdivision of the State of California

BY Bill G. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBGRANTEE

James A Hosler

7-29-75

Exhibit A

August 1, 1975

LISTING OF POSITIONS

CETA TITLE II

Yolo-Solano Air Pollution Control

Position	Salary & Benefits 8/1/75 - 6/30/76
Engineering Aide	$ 8,663.00
TOTAL	$ 8,663.00

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Exhibit B

CETA TITLE II

7. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following methods:

1. Placement of job orders with the local office of the Employment Development Department (EDD) and Project MOVE (More Opportunity through Varied Education). In order to insure special consideration for veterans, all job vacancies under Title II, except those to which former employees are being recalled, must be listed with EDD at least 48 hours before such vacancies are filled.

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2. Preparation of job announcements which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.

3. Placement of ads or articles in local newspapers.

The selection of participants shall be based primarily on application review and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies an applicant prior to employment will have to pass a physical examination which shall be paid for by the agency.

The eligibility of participants will be determined by a review of their employment application, certification sheet regarding

residency and employment, verification of their driver's license, and questions asked at the time of the oral interview.

Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea after August 5, 1964 and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

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B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

The manpower representative, in most instances, will be an outreach worker from the H.O.V.E. project as provided for in a contract the County has with H.O.V.E. to give supportive services to participants in CETA.

C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, The County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

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At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the CETA program, whenever possible, shall be recruited from other Manpower Programs and other priority categories established in CETA.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing

an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants and also for those who may have to be counselled for emotional problems which developed after an individual started work. Should participants have health ailments which might become an obstacle to regular attendance on the job they will be referred to the County Health Department.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to compete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. Those educational institutions are: the University of California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

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It is recognized that in some cases CETA participants may encounter difficulty in meeting certain work standards required by an agency. This is especially true of those who are trying to make the transition from welfare rolls to payrolls. Supportive services in terms of limited financial aid shall be provided based upon the merits of the individual case for overcoming such obstacles as: day care, car repairs, transportation, clothing, minor medical needs, tuition, books and tools (when their possession is a condition of employment).

Financial arrangements shall not be made until all facts have been reviewed and it is determined that the CETA participant would be obliged to drop out of the program unless cash assistance is made available. Continuing supportive services will be given to participants who are recipients of public assistance to assure that family functioning is sufficient to meet the family goal. The Manpower Coordinator or his representative

will be available to offer necessary counseling to those who may experience difficulties.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

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E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level

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It is contemplated that participants will move from employment in positions funded by CETA to regular permenent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields. The following turnover records of one of the largest agencies are provided to illustrate:

Classification	Percent Turnover-1971
Typist Clerk II	25.0%
Probation Officer I and II	13.6%

2. Information is provided (Exhibit B) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to

assist the CETA participant not only to meets job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the event more intensive counselling is desired.

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3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through EDD and other resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer or through the services of EDD.

EXHIBIT A

TO: CETA Participants

FROM: Manpower Coordinator
County Executive Office
Room 202, Courthouse, Woodland

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

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The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior

colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

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If I may be of further assistance, please do not hesitate to call me.

TO: . Title II Co-ordinators

FROM: Program Coordinator

Provisions of note, the Authority for the Title II Program are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

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In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

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In order to meet the provisions of the Comprehensive Employment and Training Act which is the authority for the Title II program, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected,

or does not have a high school diploma necessary for a position, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night secondary course, classes for credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

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2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

Exhibit C

A. General Assurances

1. The grantee assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circulars numbers A-87, A-95, and A-102, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, or national origin,

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be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

   c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

   d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

   e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

   f. The program under the Act does not involve political activities.

   g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

   h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

   i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 603(1), 612)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 603(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 603(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 603(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 603(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 603(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 603(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 603(9), 105(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 603(10))

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r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 603(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 603(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 603(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 603(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 603(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

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be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 606 of the Act.

x. It will comply with all requirements imposed by the Department of Labor concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205 (c)(1))

4. The applicant further assures and certifies that neither it nor any other units planned for participation in the project are listed on a debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to the contract aware of any pending action which might result in such debarment.

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title II

The grantee also will:

1. assure, for programs under Title II of the Act, that only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act, and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas; (Sec. 205(c)(3))

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; (Sec. 205(c)(4)

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3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; (Sec. 205(c)(5))

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes; (Sec. 205(c)(6))

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title II to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3)providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields; (Sec. 205 (c)(19))

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons; (Sec. 205(c)(20))

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including civil service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21))

13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies; (Sec. 205 (c)(23))

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24))

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

SUB-GRANTEE SIGNATURE SHEET
CETA TITLE II AGREEMENT

JUL 29 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

AGREEMENT NO. 75-213

Sub-Grantee Name

West Plainfield Fire Protection District

Address

Rt. 1, Box 2415

City

Davis, CA 95616

Phone:

(916) 662-8871

Program Director

Fire Chief

1. Amount of funds allocated per this sub-grant:

$ 7,777.00 .

2. Grant Period from August 1, 1975 to June 30, 1976.

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West Plainfield Fire Protection District (Legal Name of Sub-Grantee)	County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency
(Signature of Authorized Officer) 7-29-75	Betsy A. Marchand
B. D. Arnold, District Business Manager (Typed Name & Title of Authorized Officer)	BETSY A. MARCHAND, CHAIRMAN BOARD OF SUPERVISORS
	ATTEST: LAURENCE P. HENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS
	BY Barbara Rodgers DEPUTY

SY-52

(SEAL)

FILED

JUL 29 1975

LAURENCE P. HENIGAN, Clerk

By Barbara Rodgers Deputy

AGREEMENT NO. 75-213

(CETA TITLE II AGREEMENT)

THIS AGREEMENT made and entered into this 1st day of August, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the West Plainfield Fire Protection District, Rt. 1, Box 2415, Davis, CA 95616 hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H:

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:

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A. This Agreement.

B. Signature sheet.

C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.

D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.

E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.

3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:

A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

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1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

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5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

- PROGRAM AGENT -

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

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SUBGRANTEE

[redacted]

2-29-75

Exhibit A

August 1, 1975

LISTING OF POSITIONS

CETA TITLE II

West Plainfield Fire District

Position	Salary & Benefits 8/1/75 - 6/30/76
Fireman Trainee	$ 7,722.00
	$ 7,722.00

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Uniform Allowance:

1 x 11 mos. x $5/mo.	55.00
TOTAL	$ 7,777.00

Exhibit B

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following methods:

1. Placement of job orders with the local office of the Employment Development Department (EDD) and Project MOVE (More Opportunity through Varied Education). In order to insure special consideration for veterans, all job vacancies under Title II, except those to which former employees are being recalled, must be listed with EDD at least 48 hours before such vacancies are filled.

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2. Preparation of job announcements which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.
3. Placement of ads or articles in local newspapers.

The selection of participants shall be based primarily on application review and oral interviews before a personnal representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies an applicant prior to employment will have to pass a physical examination which shall be paid for by the agency.

The eligibility of participants will be determined by a review of their employment application, certification sheet regarding

residency and employment, verification of their driver's license, and questions asked at the time of the oral interview.

Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea after August 5, 1964 and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

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B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

The manpower representative, in most instances, will be an outreach worker from the H.O.V.E. project as provided for in a contract the County has with H.O.V.E. to give supportive services to participants in CETA.

C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, The County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

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At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the CETA program, whenever possible, shall be recruited from other Manpower Programs and other priority categories established in CETA.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing

an employment opportunity for a trained [illegible] participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants and also for those who may have to be counselled for emotional problems which developed after an individual started work. Should participants have health ailments which might become an obstacle to regular attendance on the job they will be referred to the County Health Department.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to compete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the University of California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

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It is recognized that in some cases CETA participants may encounter difficulty in meeting certain work standards required by an agency. This is especially true of those who are trying to make the transition from welfare rolls to payrolls. Supportive services in terms of limited financial aid shall be provided based upon the merits of the individual case for overcoming such obstacles as: day care, car repairs, transportation, clothing, minor medical needs, tuition, books and tools (when their possession is a condition of employment).

Financial arrangements shall not be made until all facts have been reviewed and it is determined that the CETA participant would be obliged to drop out of the program unless cash assistance is made available. Continuing supportive services will be given to participants who are recipients of public assistance to assure that family functioning is sufficient to meet the family goal. The Manpower Coordinator or his representative

will be available to offer necessary counseling to those who may experience difficulties.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

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E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level

and professional positions. Classification plans in many agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

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It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields. The following turnover records of one of the largest agencies are provided to illustrate:

Classification	Percent Turnover-1971
Typist Clerk II	25.0%
Probation Officer I and II	13.6%

2. Information is provided (Exhibit B) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to

assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months, and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the event more intensive counselling is desired.

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3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through EDD and other resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer or through the services of EDD.

EXHIBIT A

TO: CETA Participants

FROM: Manpower Coordinator
County Executive Office
Room 202, Courthouse, Woodland

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

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The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior

colleges and universities in the immediate area which can assist you to achieve a maximum level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

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If I may be of further assistance, please do not hesitate to call me.

TO: Title II Sub Agents

FROM: Manpower Coordinator

Provisions of CETA, the authority for the Title II Program, are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

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In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

TO: Immediate Supervisors of CETA Participants

FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

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In order to meet the provisions of the Comprehensive Employment and Training Act which is the authority for the Title II program, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected,

or does not have a high school diploma necessary for a position, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

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2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

Exhibit C

A. General Assurances

1. The grantee assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circulars numbers A-87, A-95, and A-102, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, or national origin,

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be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

   c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

   d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

   e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

   f. The program under the Act does not involve political activities.

   g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

   h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

   i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 603(1), 612)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 603(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 603(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 603(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 603(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 603(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 603(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 603(9), 105(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 603(10))

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r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 603(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 603(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 603(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 603(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 603(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

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be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 606 of the Act.

x. It will comply with all requirements imposed by the Department of Labor concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205(c)(1))

4. The applicant further assures and certifies that neither it nor any other units planned for participation in the project are listed on a debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to the contract aware of any pending action which might result in such debarment.

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title II

The grantee also will:

1. assure, for programs under Title II of the Act, that only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act, and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas; (Sec. 205(c)(3))

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; (Sec. 205(c)(4)

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3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; (Sec. 205(c)(5))

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes; (Sec. 205(c)(6))

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title II to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3)providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields; (Sec. 205 (c)(19))

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons; (Sec. 205(c)(20))

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including civil service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21))

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13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies; (Sec. 205 (c)(23))

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24))

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE II AGREEMENT

AGREEMENT NO. 75-214

FILED
JUL 30 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

Sub-Grantee Name Winters Fire Protection Control District
Address #10 Abbey Street
City Winters, CA 95694
Phone: (916) 795-4131
Program Director Vern C. Bruhn, Fire Chief

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1. Amount of funds allocated per this sub-grant:

   $ 16,322.00 .

2. Grant Period from August 1, 1975 to June 30, 1976.

Winters Fire Protection District
(Legal Name of Sub-Grantee)

Vern C Bruhn
(Signature of Authorized Officer)
7-30-75

Vern C. Bruhn, Fire Chief
(Typed Name and Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency

Betsy A. Marchand

BETSY A. MARCHAND, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Barbara A. Rodgers
DEPUTY

SY-52

(SEAL)

To:
Auditor
Co. Counsel
Harris
Agencies concerned.

Kenyon
Barrious

BOARD OF SUPERVISORS
Yolo County, California

Terminated (Esparto School) m.o. 75-1036

Date: July 28, 1975
Entry No. 13
Files:
EMPLOYEES- Title I- Comprehensive Employment and Training Act - Funding for Yolo County.
EMPLOYEES- Title II- Comprehensive Employment and Training Act- Agreements- for 1975.
EMPLOYEES- Title VI- Comprehensive Employment and Training Act- Agreements- for 1975

SEE:
AGREEMENT BOOK NO. 29

MINUTE ORDER NO. 75-979: APPROVED THE FOLLOWING 23 CONTRACTS WITH VARIOUS AGENCIES FOR THE COMPREHENSIVE EMPLOYMENT TRAINING ACT MANPOWER PROGRAMS FOR THE PERIOD AUGUST 1, 1975 THROUGH JUNE 30, 1976, AND AUTHORIZED THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO SIGN THE AGREEMENTS:

1- CETA TITLE I AGREEMENTS

Per M.O. 75-1196 $139,000.00

AGREEMENT NO. 75-200, with the City of Davis in the amount of ~~$192,438.00~~

2- CETA TITLE VI AGREEMENTS:

AGREEMENT NO. 75-201, with Yolo County Housing Authority for $20,784.00
AGREEMENT NO. 75-202, with West Plainfield Fire Protection District in the amount of $15,554.00
AGREEMENT NO. 75-203, with the Winters Fire Protection District for $16,322.00
AGREEMENT NO. 75-204, with University of California at Davis for $278,897.00
AGREEMENT NO. 75-205, with Washington Unified School District for $106,488.00
AGREEMENT NO. 75-206, with Woodland Joint Unified School District for $115,232.00
AGREEMENT NO. 75-207, with Winters Joint Unified School District for $84,387.00
AGREEMENT NO. 75-208, with Davis Joint Unified School District for $34,273.00
AGREEMENT NO. 75-209, with City of Winters for $22,026.00
AGREEMENT NO. 75-210, with City of Davis for $18,744.00
AGREEMENT NO. 75-211, with Esparto Joint Unified School District for $29,730.00

3- CETA TITLE II AGREEMENTS:

AGREEMENT NO. 75-212, with Yolo-Solano Air Pollution Control District for $8,663.00
AGREEMENT NO. 75-213, with West Plainfield Fire Protection District for $7,777.00
AGREEMENT NO. 75-214, with Winters Fire Protection District for $16,322.00
AGREEMENT NO. 75-215, with Esparto Unified School District for $35,849.00
AGREEMENT NO. 75-216, with Yolo County Housing Authority for $20,784.00
AGREEMENT NO. 75-217, with City of Winters for $72,440.00
AGREEMENT NO. 75-218, with Yolo County Superintendent of Schools for $9,294.00
AGREEMENT NO. 75-219, with West Sacramento Sanitary District for $23,960.00

FILED

JUL 30 1975

LAURENCE P. HENIGAN, Clerk

By Barbara A. Rodgers Deputy

AGREEMENT NO. 75-214

(CETA TITLE II AGREEMENT)

THIS AGREEMENT made and entered into this 1st day of August, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the Winters Fire Protection District, #10 Abbey Street, Winters, CA 95694, hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H :

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1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:

   A. This Agreement.

   B. Signature sheet.

   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.

   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.

   E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.

3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:

   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

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1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

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5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

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COUNTY OF YOLO, a political subdivision of the State of California

BY Elsie A. Marchuk
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBGRANTEE

~~See Signature Sheet~~

7-30-75

Exhibit A

August 1, 1975

LISTING OF POSITIONS

CETA TITLE II

Winters Fire District

Position		Salary & Benefits 8/1/75 - 6/30/76
Firefighter Trainee		$ 8,161.00
Firefighter Trainee		8,161.00
	TOTAL	$ 16,322.00

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Exhibit B

CETA TITLE II

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following methods:

1. Placement of job orders with the local office of the Employment Development Department (EDD) and Project MOVE (More Opportunity through Varied Education). In order to insure special consideration for veterans, all job vacancies under Title II, except those to which former employees are being recalled, must be listed with EDD at least 48 hours before such vacancies are filled.

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2. Preparation of job announcements which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.

3. Placement of ads or articles in local newspapers.

The selection of participants shall be based primarily on application review and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies an applicant prior to employment will have to pass a physical examination which shall be paid for by the agency.

The eligibility of participants will be determined by a review of their employment application, certification sheet regarding

residency and employment, verification of their driver's license, and questions asked at the time of the oral interview.

Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea after August 5, 1964 and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

B. Orientation

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As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

The manpower representative, in most instances, will be an outreach worker from the H.O.V.E. project as provided for in a contract the County has with H.O.V.E. to give supportive services to participants in CETA.

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C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, The County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the CETA program, whenever possible, shall be recruited from other Manpower Programs and other priority categories established in CETA.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing

an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants and also for those who may have to be counselled for emotional problems which developed after an individual started work. Should participants have health ailments which might become an obstacle to regular attendance on the job they will be referred to the County Health Department.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to compete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the University of California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

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It is recognized that in some cases CETA participants may encounter difficulty in meeting certain work standards required by an agency. This is especially true of those who are trying to make the transition from welfare rolls to payrolls. Supportive services in terms of limited financial aid shall be provided based upon the merits of the individual case for overcoming such obstacles as: day care, car repairs, transportation, clothing, minor medical needs, tuition, books and tools (when their possession is a condition of employment).

Financial arrangements shall not be made until all facts have been reviewed and it is determined that the CETA participant would be obliged to drop out of the program unless cash assistance is made available. Continuing supportive services will be given to participants who are recipients of public assistance to assure that family functioning is sufficient to meet the family goal. The Manpower Coordinator or his representative

will be available to offer necessary counselling to those who may experience difficulties.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

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E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in vie of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level

and promotional positions. Classification plans in many agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series in a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

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The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields. The following turnover records of one of the largest agencies are provided to illustrate:

Classification	Percent Turnover-1971
Typist Clerk II	25.0%
Probation Officer I and II	13.6%

2. Information is provided (Exhibit B) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to

assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the event more intensive counselling is desired.

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3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through EDD and other resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer or through the services of EDD.

EXHIBIT A

TO: CETA Participants

FROM: Manpower Coordinator
County Executive Office
Room 202, Courthouse, Woodland

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

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The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior

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Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

If I may be of further assistance, please do not hesitate to call me.

TO: Title II CEP Agents

FROM: Manpower Coordinator

Provisions of CETA, the authority for the Title II Program, are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

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In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

To: Designated Supervisors of CETA Participants

From: Employer Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

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In order to meet the provisions of the Comprehensive Employment and Training Act which is the authority for the Title II program, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected,

or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development tests (GED). This is a test which, if passed, is generally accepted by most employers to be the equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

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2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

Exhibit C

A. General Assurances

1. The grantee assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circulars numbers A-87, A-95, and A-102, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-354) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, or national origin,

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be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

   c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

   d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

   e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

   f. The program under the Act does not involve political activities.

   g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

   h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

   i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 603(1), 612)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 603(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 603(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 603(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 603(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 603(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 603(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 603(9), 105(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 603(10))

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r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 603(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 603(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 603(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 603(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 603(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

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be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 606 of the Act.

x. It will comply with all requirements imposed by the Department of Labor concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205 (c)(1))

4. The applicant further assures and certifies that neither it nor any other units planned for participation in the project are listed on a debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to the contract aware of any pending action which might result in such debarment.

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title II

The grantee also will:

1. assure, for programs under Title II of the Act, that only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act, and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas; (Sec. 205(c)(3))

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; (Sec. 205(c)(4))

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3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; (Sec. 205(c)(5))

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes; (Sec. 205(c)(6))

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title II to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields; (Sec. 205 (c)(19))

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons; (Sec. 205(c)(20))

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including civil service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21))

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13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies; (Sec. 205 (c)(23))

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24))

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE II AGREEMENT

AGREEMENT NO. 75-216

FILED
JUL 30 1975
LAURENCE P. HERRIGAN, Clerk
By Barbara Rodgers Deputy

Sub-Grantee Name

Yolo County Housing Authority

Address

P. O. Box 57

City

Woodland, CA 95695

Phone:

(916) 662-7043

Program Director

Mr. D. Ross Parker, Executive Director

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1. Amount of funds allocated per this sub-grant:

$ 20,784.00 .

2. Grant Period from August 1, 1975 to June 30, 1976.

Yolo County Housing Authority
(Legal Name of Sub-Grantee)

D. Ross Parker
(Signature of Authorized Officer)

7-30-75

D. Ross Parker, Executive Director
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency

Betsy A. Marchand

BETSY A. MARCHAND, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HERRIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Barbara Rodgers DEPUTY

SY-52

(SEAL)

AGREEMENT NO. 75-216

(CETA TITLE II AGREEMENT)

FILED
JUL 30 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

THIS AGREEMENT made and entered into this 1st day of August, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the Yolo County Housing Authority, P. O. Box 57, Woodland, CA 95695 hereinafter referred to as SUBGRANTEE,

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W I T N E S S E T H:

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:

   A. This Agreement.

   B. Signature sheet.

   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.

   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.

   E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.

3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:

   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

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C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

5. TERMINATION.

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A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

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COUNTY OF YOLO, a political subdivision of the State of California

BY Bill A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBGRANTEE

[signature]

7-30-75

Exhibit A

August 1, 1975

LISTING OF POSITIONS

CETA TITLE II

Yolo County Housing Authority

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Position		Salary & Benefits 8/1/75 - 6/30/76
Maintenance Mech. 1		$ 10,392.00
Maintenance Mech. 1		10,392.00
	TOTAL	$ 20,784.00

Exhibit B

CETA TITLE II

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following methods:

1. Placement of job orders with the local office of the Employment Development Department (EDD) and Project MOVE (More Opportunity through Varied Education). In order to insure special consideration for veterans, all job vacancies under Title II, except those to which former employees are being recalled, must be listed with EDD at least 48 hours before such vacancies are filled.

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2. Preparation of job announcements which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.

3. Placement of ads or articles in local newspapers.

The selection of participants shall be based primarily on application review and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies an applicant prior to employment will have to pass a physical examination which shall be paid for by the agency.

The eligibility of participants will be determined by a review of their employment application, certification sheet regarding

residency and employment, verification of their driver's license, and questions asked at the time of the oral interview.

Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea after August 5, 1964 and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

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B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

The manpower representative, in most instances, will be an outreach worker from the M.O.V.E. project as provided for in a contract the County has with M.O.V.E. to give supportive services to participants in CETA.

C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, The County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

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At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the CETA program, whenever possible, shall be recruited from other Manpower Programs and other priority categories established in CETA.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing

an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants and also for those who may have to be counselled for emotional problems which developed after an individual started work. Should participants have health ailments which might become an obstacle to regular attendance on the job they will be referred to the County Health Department.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to compete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the University of California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

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It is recognized that in some cases CETA participants may encounter difficulty in meeting certain work standards required by an agency. This is especially true of those who are trying to make the transition from welfare rolls to payrolls. Supportive services in terms of limited financial aid shall be provided based upon the merits of the individual case for overcoming such obstacles as: day care, car repairs, transportation, clothing, minor medical needs, tuition, books and tools (when their possession is a condition of employment).

Financial arrangements shall not be made until all facts have been reviewed and it is determined that the CETA participant would be obliged to drop out of the program unless cash assistance is made available. Continuing supportive services will be given to participants who are recipients of public assistance to assure that family functioning is sufficient to meet the family goal. The Manpower Coordinator or his representative

will be available to offer necessary counseling to those who may experience difficulties.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently in authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

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E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level

and personnel positions. Classification plans in many agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

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The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields. The following turnover records of one of the largest agencies are provided to illustrate:

Classification	Percent Turnover-1971
Typist Clerk II	25.0%
Probation Officer I and II	13.6%

2. Information is provided (Exhibit B) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to

assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the event more intensive counselling is desired.

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3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through EDD and other resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer or through the services of EDD.

EXHIBIT A

TO: CETA Participants

FROM: Manpower Coordinator
County Executive Office
Room 202, Courthouse, Woodland

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

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The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior

colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an appointment. If you qualify for any job opening in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

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If I may be of further assistance, please do not hesitate to call me.

TO: Title II Sub-Agents

FROM: Manpower Coordinator

Provisions of CETA, the authority for the Title II Program, are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

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In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

TO: Immediate Supervisors of CETA Participants

FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

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In order to meet the provisions of the Comprehensive Employment and Training Act which is the authority for the Title II program, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected,

or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

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2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

Exhibit C

A. General Assurances

1. The grantee assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circulars numbers A-87, A-95, and A-102, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-254) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, or national origin,

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be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

   c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

   d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

   e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

   f. The program under the Act does not involve political activities.

   g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

   h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

   i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 603(1), 612)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 603(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 603(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 603(4))

m. Appropriate workmen's compensation protection will be provided to all participants. (Sec. 603(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 603(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 603(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 603(9), 105(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 603(10))

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r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 603(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 603(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 603(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 603(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 603(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

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be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 606 of the Act.

x. It will comply with all requirements imposed by the Department of Labor concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205 (c)(1))

4. The applicant further assures and certifies that neither it nor any other units planned for participation in the project are listed on a debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to the contract aware of any pending action which might result in such debarment.

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title II

The grantee also will:

1. assure, for programs under Title II of the Act, that only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act, and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas; (Sec. 205(c)(3))

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; (Sec. 205(c)(4))

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3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; (Sec. 205(c)(5))

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes; (Sec. 205(c)(6))

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title II to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3)providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields; (Sec. 205 (c)(19))

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons; (Sec. 205(c)(20))

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including civil service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21))

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13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies; (Sec. 205 (c)(23))

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24))

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

SUB-GRANT APPLICATION
GRANTEE SIGNATURE SHEET
CETA TITLE II AGREEMENT

AGREEMENT NO. 75-217

RECEIVED
AUG 1 1975
LAURENCE P. PENIGAN, Clerk
By _____ Deputy

FILED
AUG 1 4 1975
LAURENCE P. PENIGAN, Clerk
By Barbara A. Rodgers Deputy

City of Winters

Address:
P. O. Box 457

City:
Winters, CA 95694

Phone:
(916) 795-4910

Program Director
Mr. Gail Wingard

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1. Amount of funds allocated per this sub-grant:
$ 72,440.00.

2. Grant Period from August 1, 1975 to June 30, 1976.

City of Winters	County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency
(Legal Name of Sub-Grantee)	
Jack L Atherton	Betsy A. Marchand
(Signature of Authorized Officer)	
Jack Atherton, Mayor	BETSY A. MARCHAND, CHAIRMAN BOARD OF SUPERVISORS
(Typed Name & Title of Authorized Officer)	ATTEST: LAURENCE P. PENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS
	BY Barbara A Rodgers DEPUTY

SY-52

(SEAL)

RECEIVED
AUG 14 1975
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

FILED
AUG 14 1975
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

AGREEMENT NO. 75-217

(CETA TITLE II AGREEMENT)

THIS AGREEMENT made and entered into this 1st day of August, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the City of Winters, P. O. Box 457, Winters, CA 95694 hereinafter referred to as SUBGRANTEE,

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W I T N E S S E T H:

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:

   A. This Agreement.

   B. Signature sheet.

   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.

   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.

   E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.

3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:

   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

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C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

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5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

15. PERSONNEL.

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A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

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COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchant
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBGRANTEE

Janice L. Atkinson
† ~~See Signature Sheet~~

Exhibit A

August 1, 1975

LISTING OF POSITIONS

CETA TITLE II

City of Winters

Position	Salary & Benefits 8/1/75 - 6/30/76
~~Two Public Works Men~~	~~24,822.00~~
Two Public Works Men	$ 21,600.00
One Clerk Typist	7,939.00
One Clerk Typist	9,002.00
One Administrative Assistant	11,077.00
	$ 71,440.00
Training (Clerk Typist)	120.00
Uniform Allowance:	
5 x 11 mos. x $16/mo.	880.00
TOTAL	$ 72,440.00

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A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following methods:

1. Placement of job orders with the local office of the Employment Development Department (EDD) and Project MOVE (More Opportunity through Varied Education). In order to insure special consideration for veterans, all job vacancies under Title II, except those to which former employees are being recalled, must be listed with EDD at least 48 hours before such vacancies are filled.

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2. Preparation of job announcements which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Comcilio, and Veterans Service Office.

3. Placement of ads or articles in local newspapers.

The selection of participants shall be based primarily on application review and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies an applicant prior to employment will have to pass a physical examination which shall be paid for by the agency.

The eligibility of participants will be determined by a review of their employment application, certification sheet regarding

residency and employment, verification of their driver's license, and questions asked at the time of the oral interview.

Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea after August 5, 1964 and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

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B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

The manpower representative, in most instances, will be an outreach worker from the M.O.V.E. project as provided for in a contract the County has with M.O.V.E. to give supportive services to participants in CETA.

C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, The County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Micro Fiched

At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the CETA program, whenever possible, shall be recruited from other Manpower Programs and other priority categories established in CETA.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing

an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants and also for those who may have to be counselled for emotional problems which developed after an individual started work. Should participants have health ailments which might become an obstacle to regular attendance on the job they will be referred to the County Health Department.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to compete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the University of California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions. Micro Fiched

It is recognized that in some cases CETA participants may encounter difficulty in meeting certain work standards required by an agency. This is especially true of those who are trying to make the transition from welfare rolls to payrolls. Supportive services in terms of limited financial aid shall be provided based upon the merits of the individual case for overcoming such obstacles as: day care, car repairs, transportation, clothing, minor medical needs, tuition, books and tools (when their possession is a condition of employment).

Financial arrangements shall not be made until all facts have been reviewed and it is determined that the CETA participant would be obliged to drop out of the program unless cash assistance is made available. Continuing supportive services will be given to participants who are recipients of public assistance to assure that family functioning is sufficient to meet the family goal. The Manpower Coordinator or his representative

will be available to offer necessary counseling to those who may experience difficulties.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

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E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level

and promotional positions. Classification plans in many agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

Micro Fiched

It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields. The following turnover records of one of the largest agencies are provided to illustrate:

Classification	Percent Turnover-1971
Typist Clerk II	25.0%
Probation Officer I and II	13.6%

2. Information is provided (Exhibit B) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to

assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the event more intensive counselling is desired.

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3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through EDD and other resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer or through the services of EDD.

EXHIBIT A

TO: CETA Participants

FROM: Program Coordinator
County Executive Office
Room 202, Courthouse, Woodland

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

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The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior

colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

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If I may be of further assistance, please do not hesitate to call me.

TO: Title II Supervisors

FROM: Manpower Coordinator

Provisions of CETA, the authority for the Title II Program, are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

Micro Fiched

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

TO: Immediate Supervisors of CETA Participants

FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

Micro Fiched

In order to meet the provisions of the Comprehensive Employment and Training Act which is the authority for the Title II program, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected,

or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

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2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

Exhibit C

A. General Assurances

1. The grantee assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circulars numbers A-87, A-95, and A-102, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-354) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, or national origin,

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be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

   c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

   d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

   e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

   f. The program under the Act does not involve political activities.

   g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

   h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

   i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 603(1), 612)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 603(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 603(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 603(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 603(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 603(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 603(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 603(9), 105(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 603(10))

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r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 603(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 603(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 603(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 603(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 603(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 606 of the Act.

x. It will comply with all requirements imposed by the Department of Labor concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205 (c)(1))

4. The applicant further assures and certifies that neither it nor any other units planned for participation in the project are listed on a debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to the contract aware of any pending action which might result in such debarment.

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C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title II

The grantee also will:

1. assure, for programs under Title II of the Act, that only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act, and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas; (Sec. 205(c)(3))

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; (Sec. 205(c)(4)

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3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; (Sec. 205(c)(5))

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes; (Sec. 205(c)(6))

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(3))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title II to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3)providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields; (Sec. 205 (c)(19))

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons; (Sec. 205(c)(20))

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including civil service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21))

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13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies; (Sec. 205 (c)(23))

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24))

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE II AGREEMENT

AGREEMENT NO. 74-218

FILED
JUL 30 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

Sub-Grantee Name

Yolo County Superintendent of Schools

Address

500 First Street

City

Phone:

Woodland, CA 95695

(916) 666-8563

Program Director

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Jack J. Potter, County Superintendent

1. Amount of funds allocated per this sub-grant:

$ 9,294.00 .

2. Grant Period from August 1, 1975 to June 30, 1976.

Yolo County Superintendent of Schools
(Legal Name of Sub-Grantee)

Jack L. Potter
(Signature of Authorized Officer)

7-30-75

Jack J. Potter, County Superintendent
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency

Betsy A. Marchand

BETSY A. MARCHAND, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Barbara A. Rodgers DEPUTY

SY-52

(SEAL)

FILED
JUL 30 1975
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 75-2

(CETA TITLE II AGREEMENT)

THIS AGREEMENT made and entered into this 1st day of August, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the Yolo County Superintendent of Schools, 500 First Street, Woodland, CA 95695 hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H:

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1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:
   A. This Agreement.
   B. Signature sheet.
   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.
   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.
   E. General and Special Assurances attached hereto as Exhibit "C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.
3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:
   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

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1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

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5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

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COUNTY OF YOLO, a political subdivision of the State of California

BY Peter A Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBGRANTEE

Jack L. Pitts
Executive Director

7-30-75

Exhibit A

August 1, 1975

LISTING OF POSITIONS

CETA TITLE II

County Superintendent of Schools

Position	Salary & Benefits 8/1/75 - 6/30/76
One Outreach Worker	$ 9,294.00
TOTAL	$ 9,294.00

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Exhibit B

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following methods:

1. Placement of job orders with the local office of the Employment Development Department (EDD) and Project MOVE (Move Opportunity through Varied Education). In order to insure special consideration for veterans, all job vacancies under Title II, except those to which former employees are being recalled, must be listed with EDD at least 48 hours before such vacancies are filled.

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2. Preparation of job announcements which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.

3. Placement of ads or articles in local newspapers.

The selection of participants shall be based primarily on application review and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies an applicant prior to employment will have to pass a physical examination which shall be paid for by the agency.

The eligibility of participants will be determined by a review of their employment application, certification sheet regarding

residency and employment, verification of their driver's license, and questions asked at the time of the oral interview.

Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea after August 5, 1964 and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

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B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

The manpower representative, in most instances, will be an outreach worker from the M.O.V.E. project as provided for in a contract the County has with M.O.V.E. to give supportive services to participants in CETA.

C. Training and Supportive Services

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All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, The County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the CETA program, whenever possible, shall be recruited from other Manpower Programs and other priority categories established in CETA.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing

an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants and also for those who may have to be counselled for emotional problems which developed after an individual started work. Should participants have health ailments which might become an obstacle to regular attendance on the job they will be referred to the County Health Department.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to compete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the University of California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

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It is recognized that in some cases CETA participants may encounter difficulty in meeting certain work standards required by an agency. This is especially true of those who are trying to make the transition from welfare rolls to payrolls. Supportive services in terms of limited financial aid shall be provided based upon the merits of the individual case for overcoming such obstacles as: day care, car repairs, transportation, clothing, minor medical needs, tuition, books and tools (when their possession is a condition of employment).

Financial arrangements shall not be made until all facts have been reviewed and it is determined that the CETA participant would be obliged to drop out of the program unless cash assistance is made available. Continuing supportive services will be given to participants who are recipients of public assistance to assure that family functioning is sufficient to meet the family goal. The Manpower Coordinator or his representative

will be available to offer necessary counseling to those who may experience difficulties.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

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E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level

and promotional positions. Classification plans in many agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

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The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields. The following turnover records of one of the largest agencies are provided to illustrate:

Classification	Percent Turnover-1971
Typist Clerk II	25.0%
Probation Officer I and II	13.6%

2. Information is provided (Exhibit B) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to

assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the event more intensive counselling is desired.

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3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through EDD and other resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer or through the services of EDD.

EXHIBIT A

TO: CETA Participants

FROM: Manpower Coordinator
County Executive Office
Room 202, Courthouse, Woodland

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

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The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior

colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

Micro Fiched

If I may be of further assistance, please do not hesitate to call me.

TO: Title II Sub-Agents

FROM: Manpower Coordinator

Provisions of CETA, the authority for the Title II Program, are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

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In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

TO: Immediate Supervisors of CETA Participants

FROM: Program Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

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In order to meet the provisions of the Comprehensive Employment and Training Act which is the authority for the Title II program, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected,

or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

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2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, P.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

Exhibit C

A. General Assurances

1. The grantee assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circulars numbers A-87, A-95, and A-102, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-354) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, or national origin,

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be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

   c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

   d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

   e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

   f. The program under the Act does not involve political activities.

   g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

   h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

   i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 603(1), 612)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 603(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 603(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 603(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 603(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 603(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 603(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 603(9), 105(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 603(10))

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r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 603(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 603(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 603(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 603(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 603(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

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be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 606 of the Act.

x. It will comply with all requirements imposed by the Department of Labor concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205(c)(1))

4. The applicant further assures and certifies that neither it nor any other units planned for participation in the project are listed on a debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to the contract aware of any pending action which might result in such debarment.

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title II

The grantee also will:

1. assure, for programs under Title II of the Act, that only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act, and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas; (Sec. 205(c)(3))

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; (Sec. 205(c)(4)

3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; (Sec. 205(c)(5))

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes; (Sec. 205(c)(6))

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title II to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3)providing these persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields; (Sec. 205 (c)(19))

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons; (Sec. 205(c)(20))

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including civil service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21))

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13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies; (Sec. 205 (c)(23))

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24))

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

FILED
AUG 15 1975
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

CETA TITLE II AGREEMENT

AGREEMENT NO. 75-219

FILED
AUG 15 1975
LAURENCE P. HENIGAN, Clerk
By Deborah R. Rogers Deputy

Sub-Grantee Name

West Sacramento Sanitary District

Address

1951 South River Road

City

W. Sacramento, CA 95691

Phone:

Program Director

Robert O. Brugge, District Manager

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1. Amount of funds allocated per this sub-grant:

$ 23,960.00

2. Grant Period from August 1, 1975 to June 30, 1976.

West Sacramento Sanitary District (Legal Name of Sub-Grantee)	County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency
Clarence W. Weiss (Signature of Authorized Officer)	Betsy A. Marchand
Clarence W. Weiss, Secretary (Typed Name & Title of Authorized Officer)	BETSY A. MARCHAND, CHAIRMAN BOARD OF SUPERVISORS ATTEST: LAURENCE P. HENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS BY Deborah R. Rogers DEPUTY

SY-52

(SEAL)

RECEIVED
AUG 5 1975
LAURENCE P. HERRIGAN, Clerk
By Deputy

AGREEMENT NO. 75-219

(CETA TITLE II AGREEMENT)

FILED
AUG 5 1975
LAURENCE P. HERRIGAN, Clerk
By

THIS AGREEMENT made and entered into this 1st day of August, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the West Sacramento Sanitary District, 1951 South River Road, W. Sacramento, CA 95691 hereinafter referred to as SUBGRANTEE,

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W I T N E S S E T H:

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:

   A. This Agreement.

   B. Signature sheet.

   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.

   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.

   E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.

3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:

   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

D. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

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C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

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5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

that SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

15. PERSONNEL.

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A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

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COUNTY OF YOLO, a political subdivision of the State of California

BY Betty A Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBGRANTEE

Clarence W. Wiess
by: Clarence W. Wiess, Secretary

Exhibit A

August 1, 1975

LISTING OF POSITIONS

CETA TITLE II

West Sacramento Sanitary District

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Position	Salary & Benefits 8/1/75 - 6/30/76
One Wastewater Operator	$ 11,683.00
One Pump System Maintenance	11,683.00
	$ 23,366.00
Uniform Allowance:	
2 x 11 mos. x $27 each	594.00
TOTAL	$ 23,960.00

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following methods:

1. Placement of job orders with the local office of the Employment Development Department (EDD) and Project MOVE (More Opportunity through Varied Education). In order to insure special consideration for veterans, all job vacancies under Title II, except those to which former employees are being recalled, must be listed with EDD at least 48 hours before such vacancies are filled.

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2. Preparation of job announcements which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.

3. Placement of ads or articles in local newspapers.

The selection of participants shall be based primarily on application review and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies an applicant prior to employment will have to pass a physical examination which shall be paid for by the agency.

The eligibility of participants will be determined by a review of their employment application, certification sheet regarding

residency and employment, verification of their driver's license, and questions asked at the time of the oral interview.

Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea after August 5, 1964 and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

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B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

C. Training and Supportive Services

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All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, The County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the CETA program, whenever possible, shall be recruited from other Manpower Programs and other priority categories established in CETA.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing

an employment opportunity for a trained CETA participant who has been unable to be hired due to laboratory limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants and also for those who may have to be counselled for emotional problems which developed after an individual started work. Should participants have health ailments which might become an obstacle to regular attendance on the job they will be referred to the County Health Department.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to compete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the University of California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

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It is recognized that in some cases CETA participants may encounter difficulty in meeting certain work standards required by an agency. This is especially true of those who are trying to make the transition from welfare rolls to payrolls. Supportive services in terms of limited financial aid shall be provided based upon the merits of the individual case for overcoming such obstacles as: day care, car repairs, transportation, clothing, minor medical needs, tuition, books and tools (when their possession is a condition of employment).

Financial arrangements shall not be made until all facts have been reviewed and it is determined that the CETA participant would be obliged to drop out of the program unless cash assistance is made available. Continuing supportive services will be given to participants who are recipients of public assistance to assure that family functioning is sufficient to meet the family goal. The Manpower Coordinator or his representative

will be available to offer necessary counselling to those who may experience difficulties.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

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E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level

and promotional positions. Classifications in many agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

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The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields. The following turnover records of one of the largest agencies are provided to illustrate:

Classification	Percent Turnover-1971
Typist Clerk II	25.0%
Probation Officer I and II	13.6%

2. Information is provided (Exhibit B) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to

right the CETA participant not only [illegible] but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local high school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the event more intensive counselling is desired.

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3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through EDD and other resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer or through the services of EDD.

TO: CETA Participants

FROM: Program Coordinator
County Executive Office
Room 202, Courthouse, Woodland

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

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The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior

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be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no promotional openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

If I may be of further assistance, please do not hesitate to call me.

Provisions of Title [illegible] the Office of Economic Opportunity is very specific with reference to the rights and benefits to which the CAA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

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Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

"CETA" Responsibilities of CETA Participant Supervisors

CETA: Employee Considerations

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

In order to meet the provisions of the Comprehensive Employment and Training Act which is the authority for the Title II program, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

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Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected,

or does not have a high school diploma or equivalency [illegible] position, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night school course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

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2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

Exhibit C

A. General Assurances

1. The grantee assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circulars numbers A-87, A-95, and A-102, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, or national origin,

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be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

   c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

   d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

   e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

   f. The program under the Act does not involve political activities.

   g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

   h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

   i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 603(1), 612)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 603(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 603(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 603(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 603(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 603(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 603(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 603(9), 105(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 603(10))

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r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 603(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 603(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 603(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 603(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 603(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

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be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in Section 606 of the Act.

x. It will comply with all requirements imposed by the Department of Labor concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205 (c)(1))

4. The applicant further assures and certifies that neither it nor any other units planned for participation in the project are listed on a debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to the contract aware of any pending action which might result in such debarment.

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title II

The grantee also will:

1. assure, for programs under Title II of the Act, that only persons residing within the area of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act, and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas; (Sec. 205(c)(3))

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; (Sec. 205(c)(4))

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3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; (Sec. 205(c)(5))

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes; (Sec. 205(c)(6))

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title II to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3)providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields; (Sec. 205 (c)(19))

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons; (Sec. 205(c)(20))

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including civil service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21))

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13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies; (Sec. 205 (c)(23))

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24))

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.